

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aeroglide Corporation		02/28/2007	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Compass Group Diversified Holdings LLC
Street Address:	Sixty One Wilton Road
Internal Address:	2nd Floor
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77075681	NATIONAL
Registration Number:	3036163	AEROPULSE
Registration Number:	1824099	FEC
Registration Number:	1654845	SARGENT
Registration Number:	0954387	AEROGLIDE

CORRESPONDENCE DATA

Fax Number: (703)720-7801
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-720-7800
 Email: ipgeneraltyc@ssd.com
 Correspondent Name: Bryan A. Sims
 Address Line 1: 8000 Towers Crescent Drive
 Address Line 2: 14th Floor
 Address Line 4: Tysons Corner, VIRGINIA 22182

CH \$140.00 77075681

ATTORNEY DOCKET NUMBER:	52292.00116
NAME OF SUBMITTER:	Bryan A. Sims
Signature:	/Bryan A. Sims/
Date:	03/16/2007
Total Attachments: 5 source=IP_Agt#page1.tif source=IP_Agt#page2.tif source=IP_Agt#page3.tif source=IP_Agt#page4.tif source=IP_Agt#page5.tif	

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented and in effect, this "Security Agreement") is entered into as of February 28, 2007, by Aeroglide Corporation, a North Carolina corporation ("Grantor"), to and in favor of Compass Group Diversified Holdings LLC, a Delaware limited liability company ("Secured Party"), pursuant to the terms of (i) that certain Credit Agreement (as the same may be amended, restated, supplement or otherwise modified from time to time, the "Credit Agreement") among the Secured Party, as lender, Aeroglide Corporation, as borrower ("Borrower"), and Aeroglide Holdings, Inc., as co-borrower ("Co-Borrower"), dated of even date herewith, and (ii) that certain Guarantee and Collateral Agreement (as the same may be amended, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Secured Party, Borrower, Co-Borrower, Grantor and those other signatories a party thereto, dated of even date herewith.

Pursuant to the Collateral Agreement, Grantor has granted a security interest in its Collateral (as defined therein) to the Secured Party, which Collateral includes the Trademarks and Patents identified herein.

For good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Secured Party agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement.

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Collateral Agreement, Grantor hereby grants to Secured Party a continuing security interest in and a right of setoff against, all of Grantors' right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) and the Patents (including, without limitation, those items listed on Schedule B hereto).

Section 3. Purpose. This Security Agreement has been executed and delivered by Grantor for the purpose of recording with the United States Patent and Trademark Office ("UPTO") the grant of a security interest in the Trademarks and the Patents pursuant to the Collateral Agreement. The Collateral Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this Security Agreement and the Collateral Agreement, the Collateral Agreement shall prevail.

Section 4. Acknowledgment. Grantor hereby further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademarks and the Patents granted hereby are more fully set forth in Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Filing this Security Interest. The party that files this Security Agreement with the UPTO shall: (i) complete accurately, and include as part of such filing, the UPTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security interest; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

Section 6. Counterparts. This Security Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN TESTIMONY WHEREOF, the Grantor and Secured Party have caused this Security Agreement to be signed and executed by the undersigned officers thereunto duly authorized this 28th day of February, 2007.

GRANTOR:
AEROGLIDE CORPORATION

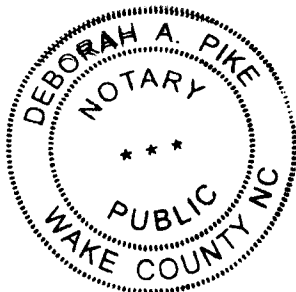
By: J. Fredrick Kelly, Jr.
Name: J. FREDRICK KELLY JR.
Title: President

STATE OF North Carolina)
) SS
COUNTY OF Wake)

On this 28th day of February, 2007, there appeared before me J. Fredrick Kelly, Jr. personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Aeroglide Corporation.

Deborah A. Pike
Notary Public Deborah A. Pike

My Commission Expires: October 29, 2010



SECURED PARTY:
**COMPASS GROUP DIVERSIFIED
HOLDINGS LLC**
as Secured Party

By: [Signature]
Name: IHAB J. MASSOUD
Title: CEO

STATE OF North Carolina)
) SS
COUNTY OF Wake)

On this 29th day of February, 2007, there appeared before me Ihab J. Massoud personally known to me, who acknowledged that he signed the foregoing Intellectual Property Security Agreement as his voluntary act and deed on behalf and with full authority of Compass Group Diversified Holdings LLC.

[Signature]
Notary Public Deborah A. Pike

My Commission Expires: October 29, 2010.



SCHEDULE A

TRADEMARKS

Country	Mark	Serial No.	File Date	Reg. No.	Reg. Date	Owner
U.S.	NATIONAL	77/075,681	01/04/2007	(Pending)	(Pending)	Aeroglide Corporation
U.S.	AEROPLUSE	76/382,077	03/12/2002	3,036,163	12/27/2005	Aeroglide Corporation
U.S.	FEC	74/330,526	11/12/1992	1,824,099	03/01/1994	Aeroglide Corporation
U.S.	SARGENT	74/095,117	08/39/1990	1,654,845	08/27/1991	Aeroglide Corporation
U.S.	AEROGLIDE	72/374,609	10/29/1970	954,387	03/06/1973	Aeroglide Corporation
MEXICO	AEROGLIDE	370,395	04/08/1999	647,4989	04/8/1999	Aeroglide Corporation
EUROPEAN COMMUNITY	AEROGLIDE	1,115,849	03/24/1999	1,115,849	04/20/2000	Aeroglide Corporation
CANADA	AEROGLIDE	1,009,890	03/25/1999	TMA537773	11/27/2000	Aeroglide Corporation
CANADA	CENTRILECTOR	290,734	07/16/1965	TMA144172	02/25/1966	Aeroglide Corporation
CANADA	AEROGLIDE	290,735	07/16/1965	TMA145826	06/17/1966	Aeroglide Corporation

SCHEDULE B

PATENTS

<u>Issued Patents</u>	<u>Registration No.</u>	<u>Issue Date</u>
Conveyor Dryer with Stationary Conveyor Support Structure	6108941	08/29/2000
Method of Forming An Air Seal and Supporting A Conveyor within A Conveyor Dryer	6240656	06/05/2001
Apparatus for Cooling or Drying Bulk Material	5909943	06/08/1999
Apparatus for Cooling or Drying Bulk Material	6029366	02/29/2000
Spin Cooler	4531382	07/30/1985