

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remmele Engineering , INC		03/30/2007	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Wachovia Capital Finance Corporation (Central)		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3202522	CONNEXSYS	
Serial Number:	77102616	COOLSTREAM	
Serial Number:	77102618	COOLSTREAM	
Serial Number:	77097766	INTRINSYNC	
Serial Number:	77097795	UNISTRUCT	
Serial Number:	77097782	UNISTRUCT	
CORRESPONDENCE DATA			
Fax Number:	(212)682-6104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	eallen@OSHR.com		
Correspondent Name:	Ellen M. Allen		
Address Line 1:	230 Park Avenue 30th Floor		
Address Line 4:	New york, NEW YORK 10169-0075		
NAME OF SUBMITTER:	Ellen M. Allen		

OP \$165.00 3202522

Signature:

/Ellen M. Allen/

Date:

04/03/2007

Total Attachments: 5

source=wachovia remmele#page2.tif

source=wachovia remmele#page3.tif

source=wachovia remmele#page4.tif

source=wachovia remmele#page5.tif

source=wachovia remmele#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") dated March 30, 2007, is by and between REMMELE ENGINEERING, INC., a Minnesota corporation ("Grantor"), and WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, in its capacity as Agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to certain trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (the "Trademarks"), including, without limitation, those described in Schedule I hereto and made a part hereof;

WHEREAS, Grantor (as successor by merger with REI Acquisition Corp.), certain affiliates thereof, Secured Party, Wachovia Bank, National Association, as Issuing Bank ("Issuing Bank"), and the financial institutions that from time to time are parties to the Loan Agreement, as lenders (each individually, a "Lender" and collectively, "Lenders") have entered into or are about to enter into financing arrangements pursuant to which Secured Party, Issuing Bank and Lenders may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Grantor, certain affiliates of Grantor, Secured Party, Issuing Bank and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party, Issuing Bank and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates pursuant thereto, Grantor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, on behalf of itself and the other Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are one and the same as those granted to Secured Party, on behalf of itself and Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Trademark Security Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Trademark Security Agreement may be executed and delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS
(with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CONNEXSYS	3202522	January 23, 2007

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
COOLSTREAM	Application number: 77/102616	Application date: February 8, 2007
COOLSTREAM	Application number: 77/102618	Application date: February 8, 2007
INTRINSYNC	Application number: 77/097766	Application date: February 2, 2007
UNISTRUCT	Application number: 77/097795	Application date: February 2, 2007
UNISTRUCT	Application number: 77/097782	Application date: February 2, 2007