

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
Micro-Poise Measurement System, LLC		04/03/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	461 Fifth Avenue, 21st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10117		
Entity Type:	Financial Institution:		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78665894	AKRODYNE	
Serial Number:	78665834	AKRON STANDARD	
Registration Number:	2171807	ASTEC	
Registration Number:	2185395	DYNOTECH MOTORSPORTS	
Registration Number:	3106721	MICRO-POISE	
Registration Number:	3129245	MICRODYNE	
Registration Number:	3116883	TGIS SL	
Registration Number:	3129244	TQC-PC	
CORRESPONDENCE DATA			
Fax Number:	(800)962-7049		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	michelle.herkenham@wolterskluwer.com		
Correspondent Name:	UCC Direct Services, A Wolters Kluwer Co		
Address Line 1:	187 Wolf Road Suite 101		

OP \$215.00 78665894

900074478

TRADEMARK
REEL: 003522 FRAME: 0634

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER:

Emily M. Fishman

Signature:

/Emily M. Fishman, Esq./

Date:

04/16/2007

Total Attachments: 6

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TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Micro-Poise Measurement Systems, LLC, a Delaware limited liability company having a mailing address at 1624 Englewood Avenue, Akron OH 44309-4233 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantor and certain other Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in Grantor's Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
April 2, 2007

MICRO-POISE MEASUREMENT
SYSTEMS, LLC, as Grantor

By: 

Name: John Becker

Its: Vice President

GMAC COMMERCIAL FINANCE LLC, as
Agent

By: _____

Name: _____

Its: _____

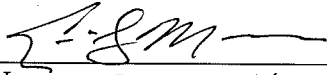
Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
April 2, 2007

MICRO-POISE MEASUREMENT
SYSTEMS, LLC, as Grantor

By: _____
Name:
Its:

GMAC COMMERCIAL FINANCE LLC, as
Agent

By: 
Name: ERIC S. MILLER
Its: DIRECTOR

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 2nd day of April, 2007, before me personally came John Becke to me known, who being by me duly sworn, did depose and say that s/he is the vice president of Micro-Poise Measurement Systems, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said corporation.

Aida Klein
Notary Public
My Commission Expires:

AIDA KLEIN
Notary Public, State of New York
No. 01KL6134293
Qualified in Queens County
Commission Expires September 26, 2009

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the ____ day of April, 2007, before me personally came _____ to me known, who being by me duly sworn, did depose and say s/he is the _____ of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said limited liability company.

Notary Public
My Commission Expires

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the ____ day of April, 2007, before me personally came _____, to me known, who being by me duly sworn, did depose and say that s/he is the _____ of Micro-Poise Measurement Systems, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said corporation.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

On the 2nd day of April, 2007, before me personally came Eric Miller to me known, who being by me duly sworn, did depose and say s/he is the Director of GMAC Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the managers of said limited liability company.

Joselyn Fine
Notary Public, State of New York
No. 01F16139884
Qualified in New York County
Commission Expires 1/17/2010

Joselyn F
Notary Public
My Commission Expires

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated April 3, 2007, between Micro-Poise Measurement Systems, LLC ("Grantor"), and GMAC Commercial Finance LLC, as Agent.

<u>Country</u>	<u>Trademark</u>	<u>Reg./App. No.</u>	<u>Reg./Filing Date</u>
United States	AKRODYNE	App. No. 78/665894	Filed 07/07/2005
United States	AKRON STANDARD	App. No. 78/665834	Filed 07/07/2005
United States	ASTEC & Design	Reg. No.2171807	Registered 07/07/1998
United States	DYNOTECH MOTORSPORTS	Reg. No. 2185395	Registered 09/01/1998
United States	MICRO-POISE	Reg. No. 3106721	Registered 06/20/2006
United States	MICRODYNE	Reg. No. 3129245	Registered 08/15/2006
United States	TGIS SL* BEING AMENDED TO INCLUDE THE DASH	Reg. No. 3116883	Registered 07/18/2006
United States	TQC-PC	Reg. No. 3129244	Registered 08/15/2006