

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
TTX Acquisition Corporation (tbk Tritex Corporation)		04/20/2007	CORPORATION: DELAWARE
Haydon Switch & Instrument, Inc.		04/20/2007	CORPORATION: DELAWARE
Haydon Enterprises, Inc.		04/20/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Lower Baggot Street
Internal Address:	Head Office, B-1
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	Bank: IRELAND

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	0864481	BIG INCH
Registration Number:	1231803	
Registration Number:	1198481	
Serial Number:	76653680	BLACK ICE
Registration Number:	0815373	H-S-I

CORRESPONDENCE DATA

Fax Number: (202)585-8080
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2025858200
 Email: jarterburn@nixonpeabody.com
 Correspondent Name: Jennifer Arterburn
 Address Line 1: 401 9th Street, NW
 Address Line 2: Suite 900

CH \$140.00 0864481

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

031538-13

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jennifer L. Arterburn

Signature:

/jennifer l. arterburn/

Date:

05/01/2007

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 20, 2007 (as amended, supplemented, replaced or otherwise modified from time to time, this “**Agreement**”), is made by each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent (including its successors and assigns from time to time, the “**Collateral Agent**”).

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in that certain Pledge and Security Agreement, dated as of April 20, 2007 (as it may be from time to time amended, restated, modified or supplemented, the “**Security Agreement**”), among **TTX ACQUISITION CORPORATION** (to be known as **TRITEX CORPORATION** upon consummation of the Acquisition), a Delaware corporation, **HAYDON SWITCH & INSTRUMENT, INC.**, a Delaware corporation, **HAYDON ENTERPRISES, INC.**, a Delaware corporation, each of the other Grantors party thereto, and The Governor and Company of The Bank Of Ireland, as the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation,

licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **“Trademarks”**);

- (b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the **“Patents”**);
- (c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world (**“Copyrights”**);
- (d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans,

and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "**Trade Secrets**"); and

- (e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

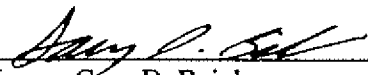
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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

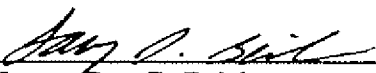
**TTX ACQUISITION CORPORATION
(T/B/K/A TRITEX CORPORATION),**
as a Grantor

By: 
Name: Gary D. Beinke
Title: Secretary

HAYDON SWITCH & INSTRUMENT, INC.,
as a Grantor

By: 
Name: Gary D. Beinke
Title: Secretary

HAYDON ENTERPRISES, INC.,
as a Grantor

By: 
Name: Gary D. Beinke
Title: Secretary

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND,**
as the Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**TTX ACQUISITION CORPORATION
(T/B/K/A TRITEX CORPORATION),**
as a Grantor

By: _____
Name:
Title:


HAYDON SWITCH & INSTRUMENT INC.,
as a Grantor


By: _____
Name:
Title:

HAYDON ENTERPRISES, INC.,
as a Grantor

By: _____
Name:
Title:

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND,**
as the Collateral Agent

By:  _____
Name: Michael Gebicki
Title: Authorized Signatory

By:  _____
Name: Peter Dancy
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

INTELLECTUAL PROPERTY

Patents and Patent Applications**TRITEX PATENTS**

Title	Country	Case No.	Patent Number
Low Profile Electric Motor	Canada	226-121 (CA)	1266294
Low Profile (Pancake) Motor	Japan	226-122 (JP)	2856252
	Great Britain	226-122 (UK)	2,196,799
Stepper Motor 1.4 Dia. Modular	USA	226-123	4,841,189
	Canada	226-123 (CA)	1,302,472
Method of Making a Stepper Motor	USA	226-124	4,884,333
Oscillating Stepper Motor	USA	226-101	5,126,605
Bobbin with Integral Bearing	USA	226-103	5,465,020
Simplified Electric Motor Construction	USA	226-110	5,798,592
Low cost Linear Positioning Device	USA	226-113	5,910,192
Hermetically Sealed Electrical Switch	USA	226-128	6,121,561
Stepper Motor Control	USA	226-130	6,150,789
Molded Rotor	USA	226-135	6,774,517
	Germany	226-135 (DE)	DE 60115604T2
	Europe	226-135 (EUR)	1,258,075
Linear Stepper Motor	USA	226-133	6,756,705
Linear Valve Actuator	USA	226-139	6,932,319
	Taiwan	226-139 (ROC)	191649
Linear Actuator Body	USA	226-146	D497,620

Title	Country	Case No.	Patent Number
Linear/Rotary Electromagnetic Device	USA	226-120	6,211,591
	Canada	226-120(CA)	2,302,223
Combinations of Solenoids & Motors	USA	226-119	6,222,294
Linear/Rotary Motor and Method of Use	USA	226-104	6,362,547
Linear/Rotary Motor and Method of Use	USA	226-118	5,531,798
Linear Actuator with Threaded Captivation Sleeve	USA	226-136	6,603,229
Linear Actuator Shaft	USA	226-144	D482,707

TRITEX PATENT APPLICATIONS

Case No.	Date	Description	Application No. /Serial No.
226-118 (CA)	3/20/97	Compact Linear/Rotary Motor	2,321,585
226-133 (PCT)	1/28/02	Inside out Linear Motor	6,756,705
226-133 (JP)	1/28/02	Inside out Linear Motor	2002-564817
226-135 (CA)	1/27/00	Molded Threaded Rotor	2,399,069
226-135 (JP)	1/27/00	Molded Threaded Rotor	2001-557141
226-139 (CA)	7/18/02	Linear Valve Actuator	2,450,459
226-139 (EUR)	7/18/02	Linear Valve Actuator	027374651
226-147 (EUR)	9/18/03	Anti-Backlash Nut	04776413.9
226-147 (CA)	9/18/03	Anti-Backlash Nut	2,540,886
226-149	2/26/04	Magnetizing Fixture & Methods	10/794,148
226-149 (CA)	2/26/04	Magnetizing Fixture & Methods	2,438,229
226-150	10/8/04	Internal Integrated Encoder	11/113,621
226-151 (PCT)	5/26/04	Molded Rotor Assembly	PCT/US2005/018383
226-153 (PCT)	10/1/04	Anti-Backlash Nut	PCT/US2005/034917
226-154 (PCT)	10/13/04	Adjustable Anti-Backlash Nut	PCT/US2005/037081
226-155 (PCT)	1/8/06	Low Cost Hybrid Step Motor	PCT/US2007/000741
226-156 (PCT)	1/31/06	Diaphragm Coupling	PCT/US2006/033660

Case No.	Date	Description	Application No. /Serial No.
226-157	5/16/06	Linear Rail	60/800,758
226-158	12/11/06	Two Linear Actuators	11/636,515
226-152 (PCT)	10/5/06	Compact Linear/Rotary Actuator for Offset Actuation	PCT/US2006/020011
226-159	10/30/06	Differential Linear Motors	Currently being drafted
226-160 (PCT)	1/22/07	Adjustable Linear Actuator	No number yet
226-161	1/22/07	Linear Slide Extrusion	No number yet
226-162	1/22/07	Powered Linear Stage	No number yet

Trademark Registrations and Applications

TRITEX TRADEMARKS

Word Mark	Serial No.	Filing Date	Registration No.	Registration Date
Big Inch	72276554	7/21/67	0864481	2/4/69
(Logo Design)	73354027	3/11/82	1231803	3/22/83
(Logo Design)	73315277	6/18/81	1198481	6/22/82
Black Ice	76653680	1/19/06	N/A	N/A
H.S.I	72213011	3/1/65	0815373	9/20/66

Internet Domain Names

Domain Name	Account Holder
haydenswitch.com	HSI
haydoncorporation.com	HSI
haydonlineactuator.com	HSI
Hsimotors.com	HSI
hslinearmotors.com	HSI
hsiswitches.com	HSI
tritexcorporation.com	HSI
hsi-china.com	HSI
haydonlinearmotor.com	HSI
haydonswitch.com	HSI
haydonmotion.com	HSI
haydonlineactuators.com	HSI
haydonlinearmotors.com	HSI
hsichina.com	HSI
haydonmotors.com	HSI
haydondynamicsystems.com	HSI
hsi-inc.com	HSI
linearactuators.org.uk	HSI
stepper-motors.co.uk	HSI
tritex-corp.com	HSI

tritexcorp.net	HSI
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Copyright Registrations and Copyright Applications:

None

Patent, Trademark and Copyright Licenses:

None