

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
A. Stucki Company		03/16/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 West Branch Road, Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0983726	STUCKI	
Registration Number:	1434629	ELASTOWEDGE	
Registration Number:	2184799	TRAINAIR	
Registration Number:	2575730	SSB	
Registration Number:	2587863	CSB	
Registration Number:	2665013		
CORRESPONDENCE DATA			
Fax Number:	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Christine W. Trebilcock, Cohen & Grigsby		
Address Line 1:	11 Stanwix Street, 15th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	13814.0004		

CH \$165.00 0983726

NAME OF SUBMITTER:	Christine W. Trebilcock
Signature:	/Christine W. Trebilcock/
Date:	05/23/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Agreement is executed on March 16, 2007 and delivered on March 21, 2007, among A. STUCKI COMPANY, a Delaware corporation ("Seller"), A. STUCKI HOLDING CORP., a Delaware corporation ("**Guarantor**" and collectively with Seller and each other party that becomes obligated hereunder from time to time, each a "**Grantor**"), and GLADSTONE INVESTMENT CORPORATION, a Delaware corporation, as Collateral Agent for the Buyers under the Subordinated Note Purchase Agreement (the "**Collateral Agent**").

PREAMBLE

Seller, Guarantor and the Buyers entered into a certain Subordinated Note Purchase Agreement of even date herewith (as the same may be amended, the "**Subordinated Note Purchase Agreement**") pursuant to which the Buyers have agreed to provide credit extensions and other financial accommodations to Seller. Guarantor has unconditionally guaranteed the obligations of Seller under the Subordinated Note Purchase Agreement and the other Investment Documents (as defined therein) pursuant to a Guaranty and Suretyship Agreement of even date herewith. As a condition to the obligations of the Buyers under the Subordinated Note Purchase Agreement, the Buyers require that Grantors enter into this Agreement. Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Subordinated Note Purchase Agreement.

2. Grant of Security Interest in Trademark Collateral. As security for the full, prompt and complete payment and performance of each of the Obligations when due (whether at stated maturity, by acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a) (and any successor provision thereof)), each Grantor hereby grants to the Collateral Agent, for the benefit of the Collateral Agent and the Buyers, a continuing Lien on and security interest in, all of such Grantor's right, title and interest in and to the following personal property in each case whether now owned or existing or hereafter acquired or arising and wherever located (the "**Trademark Collateral**"):

(a) all of its trademarks, trademark applications, service marks, trade styles, trade names, entity names, fictitious business names, logos and insignia (collectively "**Trademarks**") and all licenses or other agreements providing for the grant by or to such Grantor of any right under any Trademark including, without limitation those referred to on Schedule A hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable to such Grantor or asserted by such Grantor under and with respect to any of the foregoing, including without limitation all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement among the Grantors and the Collateral Agent dated the date hereof (the "**Security Agreement**"), and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder. Each Grantor agrees to record this Agreement with each appropriate government office at its own expense.

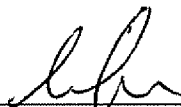
5. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may not be assigned, pledged or otherwise transferred by any Grantor, whether by operation of law or otherwise, without the prior consent of the Collateral Agent; (c) may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument; (d) together with the other Investment Documents, contain the entire agreement of the parties with respect to the transactions contemplated hereby and thereby and supersede all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (e) is governed by, and will be construed and enforced in accordance with, the laws of the Commonwealth of Virginia without giving effect to any conflict of laws rules; and (f) is binding upon, and will inure to the benefit of, the Collateral Agent and the Buyers and their respective successors and assigns. The waiver by the Collateral Agent or the Buyers of any breach or violation of any provision of this Agreement will not operate or be construed a waiver of any subsequent breach or violation hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[signature page follows]


SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
(SUBORDINATED NOTE PURCHASE AGREEMENT)

GRANTORS:

A. STUCKI COMPANY


By: 
Title: President + CEO

A. STUCKI HOLDING CORP.

By: 
Title: President + CEO

ACCEPTED AND AGREED
as of March 16, 2007:

GLADSTONE INVESTMENT CORPORATION,
as Collateral Agent

By: 
Title: Managing Director

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
)
County of Allegheny) ss.

On this 16th day of March, 2007, before me personally appeared William Kiefer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of A. Stucki Company, Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia A. McClean, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires June 15, 2010

Member, Pennsylvania Association of Notaries

Patricia A. McClean

Notary Public

ACKNOWLEDGMENT OF GRANTOR

State of Pennsylvania)
)
County of Allegheny) ss.

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Member, Pennsylvania Association of Notaries

Patricia A. McClean

Notary Public

SCHEDULE A
TRADEMARK COLLATERAL

SCHEDULE

Subsisting U.S. Trademark Registrations Owned by A. Stucki Company

Mark	Registration No.	Goods	Registration Date	Next Renewal Date
STUCKI	0,983,726	Motion control units for railway cars- namely side bearings and snubbers and parts thereof.	14-May-74	14-May-14
ELASTOWEDGE	1,434,629	Friction suspension assemblies for railway cars and components thereof comprising elastomeric pads, coil springs, metal wear plates and wedges.	31-Mar-87	31-Mar-17
TRAINAIR	2,184,799	Commercial or industrial dryers for removing moisture from pneumatic supplies for use in the transportation industry.	25-Aug-98	25-Aug-08
SSB	2,575,730	Friction damping devices, namely, side bearings and like dampeners for railway vehicles.	4-Jun-02	Declaration of Use: 4-Jun-2007 - 4-Jun-2008 Renewal: 4-Jun-2012
CSB	2,587,863	Friction damping devices, namely, side bearings and like dampeners for railway vehicles.	2-Jul-02	Declaration of Use: 2-Jul-2007 - 2-Jul-2008 Renewal: 2-Jul-2012
Design of a device (Pantone color 472C)	2,665,013	Resilient friction dampeners for railway vehicles, including resilient side bearings and friction shoes.	24-Dec-02	Declaration of Use: 24-Dec-2007-24-Dec-2008 Renewal: 24-Dec-2012

SCHEDULE
Subsisting Foreign Trademarks Owned by A. Stucki Company

Mark	Registration No.	Goods	Registration Date	Next Renewal Date	Country
Color (Pantone 472C)	933299	Resilient friction dampers for railway vehicles, including resilient side bearings and friction shoes.	6-Nov-02	6-Nov-12	Australia
STUCKI	316321	Roller side bearings, snubbers and resilient side bearings and parts thereof all being used on railway cars.	8-Mar-78	8-Mar-09	Australia
STUCKI	822526182	Side bearings, snubbers, resilient side bearings and friction shoes and parts thereof all being for use on railway vehicles.	3-Jan-06	3-Jan-16	Brazil
STUCKI	552867	(1) side bearings, snubbers, (hydraulic stabilizers), resilient side bearings and friction shoes and parts thereof all being for use on railway vehicles; (2) motion control units for railway cars, namely, side bearings and snubbers and parts thereof.	24-Oct-01	24-Oct-16	Canada
STUCKI	001511005	Side bearings, snubbers, (hydraulic stabilizers), resilient side bearings and friction shoes and parts thereof all being for use on railway vehicles.	2-Apr-01	16-Feb-10	Europe
STUCKI	482453	Side bearings, snubbers, resilient side bearings and friction shoes and parts thereof all being for use on railway vehicles.	29-Nov-00	29-Nov-16	South Korea
STUCKI	653212	Side bearings, break drums (hydraulic stabilizers), snubbers, resilient side bearings and friction brake blocks (shoes) and parts thereof all being for use on railway vehicles.	28-Apr-00	17-Mar-10	Mexico