

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
EMP Advanced Development, LLC		06/15/2007	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Prudential Capital Partners, L.P., as collateral agent		
Street Address:	Two Prudential Plaza		
Internal Address:	Suite 5600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2825935	OIL MATE	
Registration Number:	2285431	POWERING THE FUTURE	
Serial Number:	78584868	REEL CLEAN	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mashton@schiffhardin.com		
Correspondent Name:	Mark E. Ashton / Schiff Hardin LLP		
Address Line 1:	6600 Sears Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	04926-0773		
NAME OF SUBMITTER:	Mark E. Ashton		

CH \$90.00 2825935

Signature:	/Mark Ashton/
Date:	08/03/2007
Total Attachments: 6 source=EMP trademark security agreement#page1.tif source=EMP trademark security agreement#page2.tif source=EMP trademark security agreement#page3.tif source=EMP trademark security agreement#page4.tif source=EMP trademark security agreement#page5.tif source=EMP trademark security agreement#page6.tif	

THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT AND/OR THE SECURITY INTEREST AND LIEN CREATED OR EVIDENCED BY THIS AGREEMENT ARE SUBORDINATED TO THE OBLIGATIONS OWED TO THE "SENIOR LENDERS" (AS DEFINED IN THE SUBORDINATION AGREEMENT REFERRED TO BELOW) AND THE SECURITY INTEREST AND LIEN OF THE SENIOR LENDERS IN THE MANNER AND TO THE EXTENT SET FORTH IN THE SECOND AMENDED AND RESTATED SUBORDINATION AGREEMENT, DATED AS OF JUNE 15, 2007, AS AMENDED FROM TIME TO TIME, BY AND BETWEEN PRUDENTIAL CAPITAL PARTNERS, L.P. AND PRUDENTIAL CAPITAL PARTNERS MANAGEMENT FUND, L.P. AND GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, TO WHICH REFERENCE IS MADE FOR THE TERMS OF SUCH SUBORDINATION AND FOR LIMITATIONS ON ENFORCEMENT OF THE PROVISIONS HEREOF AND OF RETENTION OF PAYMENTS RECEIVED HEREUNDER.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2007, by EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company ("Grantor"), in favor of PRUDENTIAL CAPITAL PARTNERS, L.P. a Delaware limited partnership ("Collateral Agent"), in its capacity as Collateral Agent for the Holders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Note Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among Engineered Machined Products, Inc., a Michigan corporation (the "Company"), and the purchasers listed on the Purchaser Schedule attached thereto (the "Purchasers" and the Purchasers, collectively with any person that becomes the holder of any Subordinated Note, the "Holders"), and subject to the terms and conditions thereof, among other things, (i) the Existing Note Agreement is being amended and restated as set forth therein, (ii) the Purchasers have agreed to purchase the Bridge Notes, and (iii) the Purchasers have agreed to (a) waive the Existing Events of Default, (b) defer certain interest payments on the Subordinated Notes, and (c) consent to certain amendments and deferrals under the Credit Agreement;

WHEREAS, the Collateral Agent has been appointed to act as the agent for the Holders with respect to certain matters pursuant to the Collateral Agency Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), by and among the Purchasers and the Collateral Agent;

WHEREAS, the Grantor will derive substantial value and benefit from the amendment and restatement of the Existing Note Agreement, the issuance of the Bridge Notes, the waiver of the Existing Events of Default, the deferral of certain interest payments on the Subordinated Notes, and the consent by the Purchasers to certain amendments and deferrals under the Credit Agreement;

WHEREAS, one of the conditions precedent to the amendment and restatement of the Existing Note Agreement, the obligations of the Purchasers to purchase the Bridge Notes, the

waiver of the Existing Events of Default, the deferral of certain interest payments on the Subordinated Notes, and the consent to certain amendments and deferrals under the Credit Agreement, is that the Grantor, together with the Company and its Subsidiaries, execute that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of Holders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein (including the preamble and the recitals to this Trademark Security Agreement) have the meanings given to them in Paragraph 11 of the Note Agreement or Section 1 of the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of itself and the Holders, 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 registered and, to the extent Grantor is aware, unregistered Trademarks and Trademark Licenses to which it is a party 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 each Trademark License (to the extent permitted under any such Trademark License) 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 any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of itself and the Holders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company

By: Engineered Machined Products, Inc., its Manager

By: Rick W. Nardi
Name: Rick W. Nardi
Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR:

STATE OF INDIANA)
COUNTY OF Hancock) ss.

On this 15 day of June, 2007 before me personally appeared Rick W. Nardi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMP ADVANCED DEVELOPMENT, LLC, a Michigan limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of Engineered Machined Products, Inc., a Michigan corporation, Manager of said company, that the said instrument was signed on behalf of said company authorized by its member and that he acknowledged said instrument to be the free act and deed of said company.


{seal}

Paul J. Boylan
Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

**PRUDENTIAL CAPITAL PARTNERS, L.P.,
as Collateral Agent**

**By: Prudential Capital Group, L.P., General
Partner**

By:  *AML*
Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
EMP Advanced Development, LLC

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
OIL MATE	US	2,825,935	03/23/2004	Registered	EMP Advanced Development, LLC
POWERING THE FUTURE	US	2,285,431	10/12/1999	Registered	EMP Advanced Development, LLC
REEL CLEAN	US	78/584,868	03/10/2005	Pending	EMP Advanced Development, LLC