# 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
Fansteel Schulz Products, Inc.		08/20/2007	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2824371	SCHULZ PRODUCTS

# **CORRESPONDENCE DATA**

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-586-3939

Email: aegagich@jonesday.com

Correspondent Name: Cassandra Mott
Address Line 1: 901 Lakeside Avenue

Address Line 2: North Point

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	175274-635019
NAME OF SUBMITTER:	Cassandra Mott
Signature:	/Cassandra Mott/
Date:	10/08/2007

TRADEMARK
REEL: 003635 FRAME: 0356

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# **Total Attachments: 5**

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> TRADEMARK REEL: 003635 FRAME: 0357

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2007 (this "<u>Agreement</u>"), between Jefferies Finance LLC, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "<u>Collateral Agent</u>") and Fansteel Schulz Products, Inc., a Delaware corporation (the "<u>Grantor</u>").

#### WITNESSETH:

WHEREAS, LJ Synch Holdings, Inc., a Delaware corporation ("<u>Holdings</u>"), Synchronous Aerospace Group, as the Administrative Borrower (as defined in the Credit Agreement (as defined below), together with each of the other Persons from time to time party to the Credit Agreement (as defined below) as borrowers, the "<u>Borrowers</u>"), the financial institutions party thereto as lenders and the Collateral Agent have entered into the Credit Agreement, dated as of August 21, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "<u>Credit Agreement</u>"):

WHEREAS, in connection with the Credit Agreement, the Grantor, the Administrative Borrower, Holdings, and the other Grantors (as defined therein) as may from time to time become party thereto, have entered into the Security Agreement, dated as of August 21, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- SECTION 1. <u>Defined Terms</u>. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.
- SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:
  - (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which the Grantor has rights (including, without limitation, those listed on <u>Schedule A</u> to this Agreement):
  - (ii) all applications for the registration of trademarks, trade names, trade dress and service marks filed with the United States Patent and Trademark Office owned by or filed on behalf of the Grantor or in which Grantor has rights (including, without limitation, those listed on Schedule A to this Agreement):

Trademark Security Agreement

- (iii) all trademarks, trade names, trade dress and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names, trade dress and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
  - (v) all registrations and recordings with respect to any of the foregoing;
  - (vi) all renewals of any of the foregoing:
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers:
- (viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;
- (ix) all licenses, including Trademark Licenses, and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
  - (x) all rights to sue for past, present or future infringements of any of the foregoing;
  - (xi) all good will related to any of the foregoing:
- (xi) to the extent not included above, all general intangibles (as defined in the U.C.C.) of the Grantor related to the foregoing; and
  - (xii) all proceeds of any and all of the foregoing.
- SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.
- SECTION 4. <u>Governing Law</u>. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).
- SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

By: Name: Mark Heasley
Title: President Chief Executive Officer

STATE OF <u>CALIFORNIA</u>) ss:

On this 2 2 day of ACLUST, 20 3 7 before me personally appeared MARK HEASLITY, to me known who, being by me duly swom, did depose and say that he she is CFO of Fansteel Schulz Products, Inc., the institution described herein, and that executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by Fansteel Schulz Products, Inc.

> MUHAMMAD SHAFI WAZEER L COMM. #1677500 z Notary Public - California Orange County Orange County 9 My Comm. Expires Jun. 24, 2010

> > Trademark Security Agreement

Accepted and acknowledged by:

JEFFERIES FINANCE LLC,

as Collateral Agent

Title: Executive Vice President

On this 20 day of fuguet, 2007, before me personally appeared [arl Torus 1/2], tolme known who, being by me duly sworn, did depose and say that he/she is Executive via residuo of JEFFERIES FINANCE LLC, the institution described herein, and that executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by JEFFERIES FINANCE LLC.

LAIZA L. GOYTIA

NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01G06153170 Qualified in Queens County Commission Expires Oct. 2, 2010

# Schedule A to Trademark Security Agreement

Grantor	Trademarks	Country	Registration No.	Registration Date	
Fansteel Schulz Products, Inc.	Schulz Products	U.S.	2,824,371	March 23, 2004	

Trademark Security Agreement

RECORDED: 10/08/2007