

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
Compass Aerospace Corporation		08/07/2007	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: 2			
Property Type	Number	Word Mark	
Registration Number:	2804431	COMPASS AEROSPACE	
Registration Number:	2797201	COMPASS DEFENSE	
CORRESPONDENCE DATA			
Fax Number:	(216)579-0212		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	216-696-3939		
Email:	aegagich@jonesday.com		
Correspondent Name:	Cassandra Mott		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	175274-635019		
NAME OF SUBMITTER:	Cassandra Mott		
Signature:	/Cassandra Mott/		

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TRADEMARK
REEL: 003638 FRAME: 0500

Date:

10/08/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 21, 2007 (this "Agreement"), between Jefferies Finance LLC, as the Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent") and Compass Aerospace Corporation, a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, LJ Synch Holdings, Inc., a Delaware corporation ("Holdings"), 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 "Borrowers"), 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 "Credit Agreement");

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. Defined Terms. 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 Schedule A 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);

(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

(xlii) 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. Governing Law. 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.

COMPASS AEROSPACE CORPORATION

By: _____

Name: _____

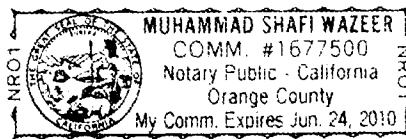
Title: President & Chief Executive Officer

STATE OF CALIFORNIA

ss: _____

COUNTY OF ORANGE

On this 29 day of August, 2007 before me personally appeared MARK HEASLEY, to me known who, being by me duly sworn, did depose and say that he/she is C.E.O. of Compass Aerospace Corporation, 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 Compass Aerospace Corporation.



Notary Public

Accepted and acknowledged by:

JEFFERIES FINANCE LLC,
as Collateral Agent

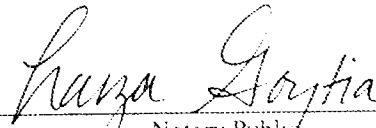
By: 

Name:

Carl A. Toriello

Title: Executive Vice President

On this 20 day of August, 2009, before me personally appeared Carl Toriello, to me known who, being by me duly sworn, did depose and say that he/she is Executive Vice President 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.


Notary Public

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

Trademark Security Agreement

NYI-4015398

TRADEMARK
REEL: 003638 FRAME: 0505

Schedule A
to Trademark Security Agreement

Grantor	Trademarks	Country	Registration No.	Registration Date
Compass Aerospace Corporation	Compass Aerospace	U.S.	2,804,431	January 13, 2004
Compass Aerospace Corporation	Compass Defense	U.S.	2,797,201	December 23, 2003

Trademark Security Agreement

NY1-4015398v4

RECORDED: 10/08/2007

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