

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
Arens Control Company, L.L.C.		09/12/2007	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Fifth Third Bank (Chicago)
Street Address:	222 South Riverside Plaza, 33rd Floor
Internal Address:	Attn: Scott Nielsen
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3009098	FORCEPRO
Registration Number:	1212985	Q
Registration Number:	0998137	QUADCO
Registration Number:	2682820	QUADCO
Registration Number:	2806183	QUADRASTAT
Registration Number:	0736755	QUADRASTAT
Registration Number:	1178849	QUADCO

CORRESPONDENCE DATA

Fax Number: (312)521-2875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125212775
 Email: slo@muchshelist.com
 Correspondent Name: Much Shelist

CH \$190.00 3009098

Address Line 1: 191 N. Wacker Drive, Suite 1800
Address Line 2: Adam K. Sacharoff
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	3881300.0070
NAME OF SUBMITTER:	Adam K. Sacharoff
Signature:	/aks/
Date:	11/08/2007

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 12, 2007, is made by ARENS CONTROL COMPANY, L.L.C, an Illinois limited liability company (the "Grantor"), in favor of FIFTH THIRD BANK (CHICAGO), a Michigan banking corporation (the "Bank").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make certain loans to Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, all copyrights and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Loan Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "**Patent Collateral**");
- (7) each copyright, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, the copyrights listed on Schedule 3 annexed hereto, together with all goodwill associated therewith; and
- (8) all products and proceeds of the foregoing, including, without limitation, all renewals thereof, all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, all goodwill of Grantor's business symbolized by the foregoing and connected therewith and the right to sue for past, present and future infringements of any of the foregoing (items 7 through 8 being herein collectively referred to as the "**Copyright Collateral**").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARENS CONTROL COMPANY, L.L.C., as
Grantor

By: EKM II, INC.
Its: Sole Manager

By: *Jens A. Milling*
Name: *Jens A. Milling*
Title: *Vice President*

Acknowledged:

FIFTH THIRD BANK (CHICAGO),
as Bank

By: _____
Name: _____
Title: _____

The Grantor has caused this Intellectual Property Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

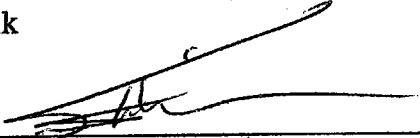
ARENS CONTROL COMPANY, L.L.C., as
Grantor

By: EKM II, INC.
Its: Sole Manager

By: _____
Name: _____
Title: _____

Acknowledged:

FIFTH THIRD BANK (CHICAGO),
as Bank

By: 
Name: Scott Nielsen
Title: Vice President

*Signature Page to Intellectual Property
Security Agreement*

TRADEMARK
REEL: 003657 FRAME: 0804

Schedule 1
Trademark Collateral

DOCKET NO.	DESCRIPTION	SERIAL/ APPL. NO.	COUNTRY	DATE	EXPIRES	CLASS
12,362	QUADCO	50270/17144	California	8/17/02	8/17/12	
12,388-CA	Forcepro	1,154,619	Canada	10/3/02		Application only
12,313-CA	QUADCO	TMA 614,724	Canada	7/13/04	7/13/19	
	QUADCO	TMA 301,833	Canada	4/12/85	4/12/15	
12,314-CA	QUADRASTAT	TMA 636,927	Canada	4/7/05	4/7/20	
12,313-CN	QUADCO	3154790 3323528	China (PRC)	6/21/03 5/07/04	6/20/13 5/06/14	Class 9 Class 6
	QUADCO	3154791	China (PRC)	10/7/03	10/6/13	Class 7
12,314-CN	QUADRASTAT	3154792 3323529	China (PRC)	6/14/03 3/07/04	6/13/13 3/6/14	Class 9 Class 6
	QUADRASTAT	3154793	China (PRC)	10/7/03	10/6/13	Class 7
12,313-EC	QUADCO	2,660,058	Euro Comm	4/18/02	4/18/12	Class 7&9
12,311-EM	QUADCO	301,622	Euro Comm	6/12/96	6/12/16	Class 7 & 9
12,314-EM	QUADRASTAT	2,660,264	Euro Comm	3/11/04	4/18/12	Class 7 & 9
	QUADRASTAT	301,572	Euro Comm	6/12/96	6/12/16	Class 7 & 9
	QUADCO	742752	Mexico	1/21/02	1/21/12	Class 6
	QUADCO	742751	Mexico	1/21/02	1/21/12	Class 9
	QUADRASTAT	735754	Mexico	1/21/02	1/21/12	Class 6
	QUADRASTAT	735753	Mexico	1/21/02	1/21/12	Class 9
12,313-SG	QUADCO	TO2/05456J & TO2/05458G	Singapore	10/26/04	10/26/11	7 & 9
12,314-SG	QUADRASTAT	TO2/05460I & TO2/05462E	Singapore	10/22/01	10/22/11	7 & 9
12,313-TW	QUADCO	1158021 1157954	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,314-TW	QUADRASTAT	1158020 1157953	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,313-TH	QUADCO	TM185382 TM186241	Thailand	9/22/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9
12,314-TH	QUADRASTAT	TM185381 TM186242	Thailand	9/23/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9
12,388	Forcepro	3,009,098	US	10/25/05	10/25/15	21,23,26,36,38
12,397	Q Logo	1,212,985	US	10/19/02		
12,311	QUADCO	998,137	US	11/12/04	11/12/14	Class 23
12,313	QUADCO	2,682,820	US	2/4/03	2/4/13	
12,314	QUADRASTAT	2,806,183	US	1/20/04	1/20/14	Class 6,7,9,20
	QUADRASTAT	0,736,755	US	08/28/62	7/30/12	Class 9
	QUADCO	1,178,849	US	11/24/81	1/14/12	Class 7

Schedule 2
Patent Collateral

DOCKET NO.	DESCRIPTION	PATENT/ APPL. NO.	COUNTRY	DATE	EXPIRES	INVENTOR	PRODUCT
10,741	Valve Control for Vehicle & Stationary Equipment	5235869	US	8/17/93	8/17/10	Nyezdatny	C61035
11,987	Friction Control Mechanism	6314832	US	11/13/01	7/30/19	Graber/Harris	Caterpillar joystick
12,935	Floating Joystick Position Sensing Pick-up Device	Application only—filed 5/07	US			Wheeler/Hay/Burge/Gibson/ Nyezdatny	ForcePro

Schedule 3
Copyright Collateral

None.
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