

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Signature Control Systems, Inc.		11/08/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEF Clean Technology Fund, L.P.		
<b>Street Address:</b>	5471 Wisconsin Avenue		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2370640	SMARTTRAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)720-7399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7037207033		
<b>Email:</b>	colleen_mcduffie@aporter.com		
<b>Correspondent Name:</b>	Colleen Holcomb McDuffie		
<b>Address Line 1:</b>	1600 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	20698.009		
<b>NAME OF SUBMITTER:</b>	Colleen Holcomb McDuffie		
<b>Signature:</b>	/Colleen Holcomb McDuffie/		

**CH \$40.00 2370640**

Date:

11/19/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, Signature Control Systems, Inc., a Delaware corporation (the “*Grantor*”), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Amended and Restated Senior Secured Credit Agreement, dated as of the date hereof, with the lenders party thereto and GEF Clean Technology Fund, L.P., a Delaware limited partnership, as collateral agent (the “*Secured Party*”) for such lenders, providing for extensions of credit to be made to Grantor and Debtor by such lenders (as said agreement may be amended and in effect from time to time, the “*Credit Agreement*”); and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of December 11, 2006 (as said agreement may be amended and in effect from time to time, the “*Security Agreement*”), between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor to secure the payment of all Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark or Trademark registration, including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademarks and Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration, Trademark Application or Trademark License.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 8 day of November, 2007.

Grantor:

SIGNATURE CONTROL SYSTEMS, INC.

By: 

Name: HUGH H. WILLIAMSON, III

Title: Chairman & CEO

Secured Party:

GEF CLEAN TECHNOLOGY FUND, L.P.,  
as Collateral Agent

By: Clean Tech Management LLC,  
its General Partner

By: GEF Management Corporation, its  
Managing Member

By: \_\_\_\_\_

Name: H. Jeffrey Leonard

Title: President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 8 day of November, 2007.

Grantor:

**SIGNATURE CONTROL SYSTEMS, INC.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Secured Party:

**GEF CLEAN TECHNOLOGY FUND, L.P.,**  
as Collateral Agent

By: Clean Tech Management LLC,  
its General Partner

By: GEF Management Corporation, its  
Managing Member

By:   
Name: H. Jeffrey Leonard  
Title: President

Schedule 1  
to  
Trademark Security Agreement

TRADEMARKS

Trademark	Registration No.	Registration Date
SMARTTRAC	2370640	07/25/00

TRADEMARK APPLICATIONS

LICENSES