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
MATHEY INVESTMENTS, INC.		03/17/2008	CORPORATION: OKLAHOMA
MATHEY DEARMAN EUROPE LTD.		03/17/2008	CORPORATION: OKLAHOMA
MATHEY DEARMAN, INC.		03/17/2008	CORPORATION: OKLAHOMA
C.I.A. MATHEY, INC.		03/17/2008	CORPORATION: OKLAHOMA
MATHEY OF OKLAHOMA, INC.		03/17/2008	CORPORATION: OKLAHOMA
LOCKHART INTERNATIONAL EXPORT, INC.		03/17/2008	CORPORATION: OKLAHOMA
MATHEY VENTURES, INC.		03/17/2008	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	GLADSTONE INVESTMENT CORPORATION
Street Address:	1521 Westbranch Drive,
Internal Address:	Suite 200
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2142364	MATHEY DEARMAN

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6508435381
Email: dsanchezbentz@cooley.com
Correspondent Name: Diana Sanchez Bentz
Address Line 1: Cooley Godward Kronish LLP

CH $40.00 2142364

Address Line 2:	5 Palo Alto Square, 3000 El Camino Real
Address Line 4:	Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	304237-184
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	03/20/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 17, 2008 by and among **MATHEY INVESTMENTS, INC.**, an Oklahoma corporation ("***Mathey***"), **MATHEY DEARMAN EUROPE LTD.**, an Oklahoma corporation ("**MDEL**"), **MATHEY DEARMAN, INC.**, an Oklahoma corporation ("***MDI***"), **C.I.A. MATHEY, INC.**, an Oklahoma corporation ("***CMI***"), **MATHEY OF OKLAHOMA, INC.**, an Oklahoma corporation ("***MOK***"), **LOCKHART INTERNATIONAL EXPORT, INC.**, an Oklahoma corporation ("***LIEI***") and **MATHEY VENTURES, INC.**, an Oklahoma corporation ("***MVI***"; each of Mathey MDEL, MDI, CMI, MOK, LIEI and MVI, a "***Seller***", and collectively, the "***Sellers***"), and **GLADSTONE INVESTMENT CORPORATION** (the "***Buyer***").

RECITALS

A. Buyer has agreed to purchase certain securities (the "***Investment***") from Sellers pursuant to that certain Note Purchase Agreement by and among Buyer and Sellers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time the "***Note Purchase Agreement***"). Capitalized terms used herein are used as defined in the Note Purchase Agreement.

B. Buyer is willing to purchase such securities from Sellers, but only upon the condition, among others, that Sellers shall grant to Buyer security interests in Sellers' Intellectual Property to secure the Obligations.

C. Pursuant to the terms of the Security Agreement entered into by Sellers on the date hereof (the "***Security Agreement***"), Sellers have granted to Buyer security interests in all of Sellers' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation, their respective Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Seller hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, each Seller hereby grants and pledges to Buyer a security interest in all of such Seller's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed under such Seller's name on **EXHIBITS A, B** and **C** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

The security interests are granted in conjunction with the security interests granted to Buyer under the Security Agreement. The rights and remedies of Buyer with respect to the

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security interests granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to Buyer as a matter of law or equity. Each right, power and remedy of Buyer provided for herein or in the Security Agreement or any of the Investment Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Buyer of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Buyer, of any or all other rights, powers or remedies.

Each Seller represents and warrants that **EXHIBITS A, B** and **C** attached hereto set forth any and all Intellectual Property rights in connection to which such Seller has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Sellers hereby acknowledge and agree that Buyer may, from time to time and without notice to any Seller, amend **EXHIBITS A, B** and **C** hereto to reflect changes in any Seller's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Sellers acknowledge and agree that Buyer's failure to so amend such Exhibits shall not limit or impair Buyer's security interest in any Intellectual Property.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

SELLERS:

MATHEY INVESTMENTS, INC.

By: _____
Name: Donald S. Lockhart
Title: President

MATHEY DEARMAN EUROPE LTD.

By: _____
Name: Donald S. Lockhart
Title: President

MATHEY DEARMAN, INC.

By: _____
Name: Donald S. Lockhart
Title: President

C.I.A. MATHEY, INC.

By: _____
Name: Donald S. Lockhart
Title: President

MATHEY OF OKLAHOMA, INC.

By: _____
Name: Donald S. Lockhart
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LOCKHART INTERNATIONAL EXPORT, INC.

By: _____
Name: Donald S. Lockhart
Title: President

MATHEY VENTURES, INC.

By: _____
Name: Donald S. Lockhart
Title: President

BUYER:

GLADSTONE INVESTMENT CORPORATION

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LOCKHART INTERNATIONAL EXPORT, INC.

By: _____
Name: _____
Title: _____

MATHEY VENTURES, INC.

By: _____
Name: _____
Title: _____

BUYER:

GLADSTONE INVESTMENT CORPORATION

By: Michael D. Brown
Name: MICHAEL D. BROWN
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

COPYRIGHTS

EXHIBIT B

PATENTS

EXHIBIT C

TRADEMARKS

Trademark	Registration No.	Registration Date
MATHEY DEARMAN	2142364	03/10/1998

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