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04-17-2008

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



J.S. DEPARTMENT OF COMMERCE
1 States Patent and Trademark Office

REC
TF

103497539

APR 16 PM 2:10

OPR/FINANCE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Advanced Composite Structures, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LLC

Citizenship (see guidelines) New Mexico

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? No

Name: LV Administrative Services, Inc.
 Internal
 Address: c/o Laurus Capital Management
 Street Address: 335 Madison Ave., 10th Fl.
 City: New York
 State: New York
 Country: USA Zip: 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 21, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Attached.

B. Trademark Registration No.(s)
See Attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marc Press, Esq.
 Internal Address: _____
 Street Address: Court Plaza North
25 Main Street
 City: Hackensack
 State: New Jersey Zip: 07601
 Phone Number: 201-525-6271
 Fax Number: 201-678-6271
 Email Address: mpress@coleschotz.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____

Authorized User Name: 04/16/2008 NJAMA1 00000078 2773124

9. Signature: Marc P. Press
 Signature
Marc P. Press
 Name of Person Signing

01 FC:8521 40.00 OF
 02 FC:8522 4/10/2008 50.00 OF
 Void date: 04/16/2008 NJAMA1
 04/16/2008 NJAMA1 pages 00000078 cover 776124
 01 FC:8521 attachments, and document: -40.00 OF
 02 FC:8522 50.00 OF

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
ACS and Design	2773124	October 14, 2003	United States
ACS Thermaplaz	76366919	February 5, 2002	United States
ACS Thermaplaz	76366920	February 5, 2002	United States

Grant

43520/0008-2371787v2

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None			

PATENT LICENSES

<u>Name and Date of License</u>	<u>Exclusive / Non-Exclusive</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Country</u>
Patent and Technology License Agreement, dated January 9, 2004, as amended	Exclusive in North America	Process for Producing of a Honeycomb Structure and Honeycomb Structure so Produced	Serial No. 5,683,782	United States

Grant

43520/0008-2371787v2

02-12-2008

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECO
TR



103481730

To the Director of the U. S. Patent and Trade...

is or the new address(es) below.

2-11-08

1. Name of conveying party(ies):

Advanced Composite Structures, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other LLC

Citizenship (see guidelines) New Mexico

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

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 Internal
 Address: c/o Laurus Capital Management
 Street Address: 335 Madison Ave., 10th Fl.
 City: New York
 State: New York
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- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Marc Press, Esq.

Internal Address: _____

Street Address: Court Plaza North
25 Main Street

City: Hackensack

State: NJ Zip: 07601

Phone Number: 201-525-6271

Fax Number: 201-678-6271

Email Address: mpress@coleschotz.com

6. Total number of applications and registrations involved:

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7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized Agent Name _____
02/12/2008 DRYRNE 0000161287

9. Signature:

Marc P. Press
Signature

Name of Person Signing

CHECK Refund Total \$ 30.00

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:0521
02 FC:0522
02/12/2008 DRYRNE
00000021 2/7/3124

58.00 DP
40.00 DP

Section 4 Attachment to

Recordation Form Cover Sheet

Conveying Party: Advanced Composite Structures, LLC

Receiving Party: LV Administrative Services, Inc.

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark Name</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
ACS and Design	2773124	10/14/2003
ACS Thermaplaz	76366919	02/05/2002
ACS Thermaplaz	76366920	02/05/2002

**GRANT OF SECURITY INTEREST
IN TRADEMARKS AND PATENTS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of January 21, 2008, is executed by Advanced Composite Structures, LLC, a New Mexico limited liability company and debtor (the "Grantor"), in favor of LV Administrative Services, Inc. (the "Secured Party").

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between the Secured Party, as Administrative and Collateral Agent, the Lenders from Time to Time Party thereto, and the Grantor, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide it with financial accommodations.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration of patents in the United States Patent and Trademark Office, and/or is using patents pursuant to patent licenses, as more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the

Grant

43520/0008-2371787v2

**TRADEMARK
REEL: 003762 FRAME: 0430**

Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

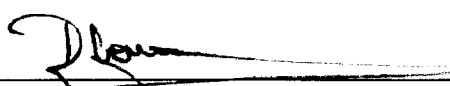
3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

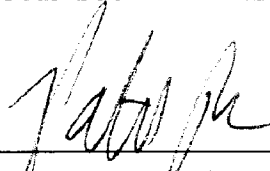
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

**ADVANCED COMPOSITE
STRUCTURES, LLC**

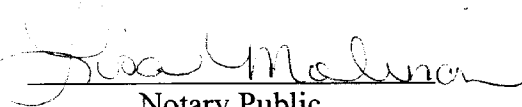
By: 
Name: **R. COLLINS**
Title: **CEO**

**LV ADMINISTRATIVE SERVICES,
INC.**

By: 
Name: **Patrick Regan**
Title: **Authorized Signatory**

STATE OF New Mexico
COUNTY OF Sandoval) ss.:

On this 23rd day of January, 2008 before me personally came Rosely
Coune who, being by me duly sworn, did state as follows: that [s]he is
CEO of Advanced Composite Structures, LLC that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the sole
member of said limited liability company.


Notary Public

Grant

43520/0008-2371787v2

TRADEMARK
REEL: 003762 FRAME: 0433

Section 4 Attachment to

Recordation Form Cover Sheet

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Receiving Party: LV Administrative Services, Inc.

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