

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Wright Machinery Limited		04/30/2008	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LV Administrative Services, Inc.		
<b>Street Address:</b>	335 Madison Avenue, 10th Fl.		
<b>Internal Address:</b>	c/o Laurus Capital Management, LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1848491	FLOWRIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)735-8708		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 735-8600		
<b>Email:</b>	khotte@morrisoncohen.com		
<b>Correspondent Name:</b>	Kiara L. Hotte, Esq.		
<b>Address Line 1:</b>	909 Third Avenue, 27th Fl.		
<b>Address Line 2:</b>	c/o Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	KIARA HOTTE 20143-004		
<b>NAME OF SUBMITTER:</b>	Kiara L. Hotte		
<b>Signature:</b>	/kiaralhotte/20143-004		

CH \$40.00 1848491

Date:

05/02/2008

**Total Attachments: 7**

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

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of April 30, 2008, is executed by Wright Machinery Limited, a company incorporated and registered in England and Wales (the "Grantor"), in favor of LV Administrative Services, Inc., as administrative and collateral agent for the Purchasers under the Security Agreement (the "Secured Party").

A. Pursuant to a Security Agreement, dated as of the date hereof (as amended, modified and/or supplemented from time to time, the "Security Agreement"; capitalized terms used but not defined in this Agreement shall have the meaning assigned to them in the Security Agreement), by and among the Grantor, the purchasers from time to time party thereto, certain other Assignors, and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to the Grantor.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), except as otherwise set forth on such schedule, and (2) has registered or applied for registration of the patents 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 goodwill of the business symbolized by, or related or pertaining to, the Trademarks, 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.

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, upon an Event of Default, 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 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.

**WRIGHT MACHINERY LIMITED**

By: 

Name:

Title:

*Signature Page to Grant of Security Interests in Patents and Trademarks*


**LV ADMINISTRATIVE SERVICES, INC.**

By:   
Name: Patrick Regan  
Title: Authorized Signatory

*Signature Page to Grant of Security Interest in Patents and Trademarks*

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 30<sup>th</sup> day of April, 2008, before me personally came \_\_\_\_\_  
Pat Pagan who, being by me duly sworn, did state as follows: that [s]he is  
Authorized Signatory of LV Administrative Services, Inc., 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 Board  
of Directors of said corporation.

  
\_\_\_\_\_  
Notary Public

**CHRISTIAN R. THOMAS**  
Notary Public - State of New York  
No. 02TH6124424  
Qualified in New York County  
My Commission Expires March 28, 2009

*Signature Page to Grant of Security Interest in Patents and Trademarks*

**TRADEMARK**  
**REEL: 003771 FRAME: 0164**

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Application Number/ Date</b>	<b>Registration Number/ Date</b>	<b>Country</b>
Wright Machinery Limited	5084132/May 18, 2006	5084132/Jan 22, 2007	Europe
Wright Machinery	5084207/ May 18, 2006	5084207/ Jul 12, 2007	Europe
Wright logo	5133897/May 19, 2006	5133897/Dec 16, 2006	Europe
Wright Machinery Company Limited	1118048/Jul 23, 2000	1118048/Jul 23, 2000	UK
Wright Machinery Company Limited	1118049/Jul 23, 2000	1118049/Jul 23, 2000	UK
Flowright	1848491/Sep 8, 1994	1848491/Jun 10, 1999	USA



**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

**PATENTS AND PATENT APPLICATIONS**

Description	Appl # Filing Date	Patent # Issue date	Country of filing
<b>Handling Patents</b>			
Weighwright	PCT/GB04/00 4318/May 6, 2005		Europe
Weighwright	2004284282/ Oct 10, 2004		Australia
Weighwright	324146/ Oct 15, 2003		UK
Weighwright	10/595,389/ Feb 15, 2007		USA
Vibratory Conveyor	510897.2/ May 27, 2005		UK
Vibratory Conveyor	PCT/GB2006/ 001929/ May 26,2006		UK
Vibratory Conveyor	9830663	900750/ Apr 2, 2003	Europe
Vibratory Conveyor		US6273240/Aug 14, 2001	USA