

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
PPM Technologies, Inc.		04/30/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue, 10th Fl.
Internal Address:	c/o Laurus Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2763805	ACCUMAVEYOR
Registration Number:	0939319	ASEECO
Registration Number:	2717873	EAVESDROPPER
Registration Number:	2759266	MAGNATRON
Registration Number:	2362612	SPECIAL DELIVERY
Registration Number:	2640272	VASTRON
Registration Number:	2795375	VF ADVANCE

CORRESPONDENCE DATA

Fax Number: (212)735-8708
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Email: khotte@morrisoncohen.com
 Correspondent Name: Kiara L. Hotte, Esq.
 Address Line 1: 909 Third Avenue, 27th Fl.

CH \$190.00 2763805

Address Line 2: c/o Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	KIARA HOTTE 20143-004
NAME OF SUBMITTER:	Kiara L. Hotte
Signature:	/klhotte/ /20143-004/
Date:	05/02/2008

Total Attachments: 9

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

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST ("Grant"), effected as of April 30, 2008, is executed by PPM Technologies, Inc., an Illinois corporation (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. The Grantor and Calliope Capital Corporation ("Original Secured Party") have previously entered into that certain Grant of Security Interest in Patents and Trademarks, dated as of July 30, 2007 (the "Original Grant").

B. In connection with the execution of the Amended and Restated Security Agreement, dated as of the date hereof, by and among the Grantor, Original Secured Party, Secured Party, the other purchasers and the other parties from time to time party thereto (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), the parties hereto desire to amend and restate the Original Grant in the form of this Grant.

C. Pursuant to the Security Agreement, 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.

PPM TECHNOLOGIES, INC.

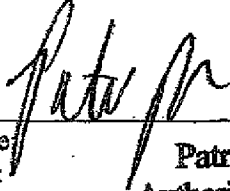
By: 

Name:

Title:

Signature Page to Amended and Restated Grant of Security Interests in Patents and Trademarks

LV ADMINISTRATIVE SERVICES, INC.

By: 
Name: Patrick Regan
Title: Authorized Signatory

Signature Page to Amended and Restated Grant of Security Interest in Patents and Trademarks

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

On this 30th day of April, 2008 before me personally came _____
Pat Ryan 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 Amended and Restated Grant of Security Interest in Patents and Trademarks

SCHEDULE 1 TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Trademark	Application Number/ Date	Registration Number/ Date	Country
ACCUMAVEYOR	76/434,183 7/25/2002	2,763,805 9/16/2003	United States
ASEECO	704454 3/15/1996	704454 5/9/1997	Australia
ASEECO	72/366,471 7/28/1970	939,319 8/1/1972	United States
EAVESDROPPER	76/207,095 2/8/2001	2,717,873 5/20/2003	United States
EXPRESS LIMITED	1026925 8/26/1999	TMA543795 4/12/2001	Canada
EXPRESS LIMITED	358650 12/16/1998	601350 2/23/1999	Mexico
MAGNATRON	75/903,954 1/27/2000	2,759,266 9/2/2003	United States
MODU TRAN	958876 10/5/1998	1492171 10/5/1998	France*
MODU-TRAN	302648 11/30/1976	A302648 1/11/1979	Australia*
PULSTRON	1,284,733 10/13/1986	1,284,733 10/7/1998	Great Britain*
PULSTRON	MI97C003816 4/24/1997	790017 9/2/1999	Italy*
SPECIAL DELIVERY	849955 9/12/2000	849955 9/27/2001	Australia
SPECIAL DELIVERY	001788348 8/2/2000	001788348 9/8/2001	CTM
SPECIAL DELIVERY	671472 8/31/2000	671472 8/31/2000	Mexico
SPECIAL DELIVERY	623580 9/20/2000	623580 2/5/2002	New Zealand
SPECIAL DELIVERY	75/299,336 5/28/1997	2,362,612 6/27/2000	United States
VASTRON	75/903,942 1/27/2000	2,640,272 10/22/2002	United States
VF ADVANCE	76/203,492 2/1/2001	2,795,375 12/16/2003	United States

* Grantor's predecessor used the trademark, but Grantor is not currently using the trademark.

SCHEDULE 2 TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST

PATENTS AND PATENT APPLICATIONS

Description	Appl # Filing Date	Patent # Issue date	Country of filing
Handling Patents			
Material transport bucket	763397 9/13/1991	DES336,091 6/1/1993	US
Feeder drive	839848 2/21/1992	5,293,987 3/15/1994	US
Food handling conveyor apparatus with sound detection means	761418 12/6/1996	5,981,892 11/9/1999	US
Bucket conveyor apparatus with improved infeed station	784428 1/16/1997	6,009,993 1/4/2000	US
Non-linear spring system for vibrating equipment	805261 2/24/1997	6,107,715 8/22/2000	US
Belt driven counter rotating eccentric weight drive for vibrating equipment	747159 11/8/1996	5,762,176 6/9/1998	US
Vibratory conveyor apparatus with phase-optimized conveyor drive	58178/98 1/12/1998	735,347 10/18/2001	AU
	98901725.6 1/12/1998	1,007,451 11/27/2002	ES
	98901725.6	1,007,451	GB
	784427 1/16/1997	5,938,001 8/17/1999	US
Excited base conveyor system	2084797 5/14/1997	736,726 8/2/2001	AU
	2204682 5/7/1997	2,204,682 7/20/2004	CA
	97108043.7 5/16/1997	881,172 12/11/2002	ES
	97108043.7 5/16/1997	881,172 12/11/2002	FR
	97108043.7 5/16/1997	881,172 12/11/2002	GB
	819324 3/17/1997	6,415,913 7/9/2002	US

Description	Appl # Filing Date	Patent # Issue date	Country of filing
Handling Patents			
Improved isolation system for vibratory equipment	80787/98 8/18/1998	744,688 6/13/2002	AU
	2245621 8/14/1998	2,245,621 3/6/2007	CA
	912492 8/18/1997	6,079,698 6/27/2000	US
Improved linear motor drive for vibratory feeder and conveyors	2343243 9/8/1999		CA
	149636 9/8/1998	6,357,579 3/19/2002	US
Bracket	100931 2/22/1999	D443501 6/12/2001	US
Method and apparatus to prevent a bearing from rotating in a bearing housing	274178 3/23/1999	6,142,292 11/7/2000	US
Spring connection for vibratory conveyor	416438 10/12/1999	6,161,680 12/19/2000	US
Motion restraint system for isolated vibratory machines	535491 3/24/2000	6,536,750 3/25/2003	US
Adjustable tuning spring system for vibratory feeder or conveyor drives	484752 1/18/2000	6,201,330 3/13/2001	US
Two-mass base excited conveyor	007843 11/5/2001	6,659,267 12/9/2003	US
Granular article sorter having improved fluid nozzle separating system	103435 8/6/1993	5,339,965 8/23/1994	US
Variably controlled vibratory conveyor	192276 2/3/1994	5,409,101 4/25/1995	US
Color sorting method	627359 4/5/1996	5,813,542 9/29/1998	US
Vibratory conveyor	003998 1/8/1998	6,079,550 6/27/2000	US
	519680 3/6/2000	6,179,117 1/30/2001	US
Gate for vibratory conveyor	0433666 1/10/2002	6,705,458 3/16/2004	US

Description	Appl # Filing Date	Patent # Issue date	Country of filing
Handling Patents			
Method and system for vibratory conveyor control	053233 1/17/2002	6,619,470 9/16/2003	US
Differential motion conveyor	303701 12/15/2005	7,216,757 5/15/2007	US
Gateless modular conveyor distribution system	592722 11/3/2006		US
Apparatus for turning over a stream of product and coating the product	826722 4/5/2001	6,591,777 7/15/2003	US

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RECORDED: 05/02/2008

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