

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Precision Manufacturing Group, LLC		06/05/2008	LIMITED LIABILITY COMPANY: NEW JERSEY
BellowsTech, LLC		06/05/2008	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	HighPoint Capital Funding, LLC
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2577054	SERVOMETER
Registration Number:	2458349	SERVOMETER
Registration Number:	2302537	SERVOMETRIC
Registration Number:	2243424	INTERCONNECTRIC
Registration Number:	1534977	S
Registration Number:	1453944	SERVO-FLEX
Registration Number:	1454895	SERVO-TORQUE
Registration Number:	1507507	SERVOMETER
Registration Number:	1513179	SERVOMETER
Registration Number:	1510419	S
Registration Number:	1512138	S

CORRESPONDENCE DATA

900108204

**TRADEMARK
 REEL: 003790 FRAME: 0110**

OP \$290.00 2577054

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NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	06/05/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2008, among Precision Manufacturing Group, LLC, a New Jersey limited liability company (the "Borrower"), BellowsTech, LLC, a Florida limited liability company ("BellowsTech" and together with the Borrower, the "Grantors"), and HighPoint Capital Funding, LLC (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of the date hereof by and among the Borrower and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make the Loans for the benefit of Borrower and guaranteed by BellowsTech;

WHEREAS, the Lender is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the


goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRECISION MANUFACTURING GROUP, LLC

By: 
Name: Anatole Penchuk
Title: Chairman

BELLOWSTECH, LLC

By: Anatole Penchuk

Name: Anatole Penchuk

Title: Chairman

Acknowledgement to Trademark Security Agreement

TRADEMARK
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Accepted and Acknowledged by:

HIGHPOINT CAPITAL FUNDING, LLC

By: 
Name: Jake Garmey
Title: Director

Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS

Mark	Grantor	Country	Serial #/ Registration #	Status
Servometer	Precision Manufacturing Group, LLC	United States of America	2577054	Registered
Servometer	Precision Manufacturing Group, LLC	United States of America	2458349	Registered
Servometric	Precision Manufacturing Group, LLC	United States of America	2302537	Registered
Interconnectric	Precision Manufacturing Group, LLC	United States of America	2243424	Registered
S (and Design)	Precision Manufacturing Group, LLC	United States of America	1534977	Registered
Servo-Flex	Precision Manufacturing Group, LLC	United States of America	1453944	Registered
Servo-Torque	Precision Manufacturing Group, LLC	United States of America	1454895	Registered
Servometer	Precision Manufacturing Group, LLC	United States of America	1507507	Registered
Servometer	Precision Manufacturing Group, LLC	United States of America	1513179	Registered

S (and Design)	Precision Manufacturing Group, LLC	United States of America	1510419	Registered
S (and Design)	Precision Manufacturing Group, LLC	United States of America	1512138	Registered

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

None.