

**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
Griplock Systems, LLC		08/01/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Caltius Partners III, LP
Street Address:	11766 Wilshire Boulevard
Internal Address:	Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2978771	THE ART OF SUSPENSION
Serial Number:	77337238	CABLE FAST
Serial Number:	77337235	CABLEFAST
Serial Number:	77337249	GRIP LOCK
Registration Number:	3003541	GRIPLOCK
Serial Number:	77337251	WHERE IT STOPS IT LOCKS

**CORRESPONDENCE DATA**

Fax Number: (650)849-4800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (650)849-4400  
 Email: mary.zimmerman@bingham.com  
 Correspondent Name: Mary R. Zimmerman  
 Address Line 1: Bingham McCutchen LLP  
 Address Line 2: Three Embarcadero Center

CH \$165.00 2978771

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER: 0000334117

NAME OF SUBMITTER: Mary R. Zimmerman

Signature: /Mary R. Zimmerman/

Date: 08/21/2008

Total Attachments: 4  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of August 1, 2008, is between Griplock Systems, LLC, a Delaware limited liability company (the "*Grantor*"), and Caltius Partners III, LP ("*CP III*"), in its capacity as agent for the lenders under the Investment Agreement referred to below (together with its successors and assigns, the "*Secured Party*").

### WITNESSETH:

WHEREAS, the Grantor is a party to that certain Investment Agreement, dated as of August 1, 2008, with CP III and Caltius Partners Executive III, LP ("*CPE III*" and together with CP III, "*Caltius*") (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "*Investment Agreement*"), pursuant to which Caltius has agreed, subject to the terms and conditions set forth therein, to make an investment in the Grantor of \$9,000,000 in the aggregate (the "*Investment*");

WHEREAS, in connection with the Investment Agreement, the Grantor and the Secured Party are parties to that certain Security Agreement, dated as of August 1, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantor granted to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Investment Agreement);

WHEREAS, the parties to the Investment Agreement contemplate and intend that the Secured Party shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Investment Agreement) shall occur and be continuing, the right to exercise its remedies under the Investment Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Investment Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Trademark Security Agreement as of the date first set forth above.

GRANTOR:

GRIPLOCK SYSTEMS, LLC

By: C. Sedgwick Dierst  
Name: C. Sedgwick Dierst  
Title: Manager

SECURED PARTY:

CALTIVUS PARTNERS III, LP

By: CP III, LP, its general partner

By: \_\_\_\_\_  
Name: Michael A. Kane  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Trademark Security Agreement as of the date first set forth above.

GRANTOR:

GRIPLOCK SYSTEMS, LLC

By: \_\_\_\_\_

Name:

Title:

SECURED PARTY:

CALTUS PARTNERS III, LP

By: CP III, LP, its general partner

By:  \_\_\_\_\_

Name: Michael A. Kane

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Mark	Registration/Serial No.	Registration/Filing Date
THE ART OF SUSPENSION	2978771	7/26/2005
CABLE FAST	77337238	11/26/2007
CABLEFAST	77337235	11/26/2007
GRIP LOCK	77337249	11/26/2007
GRIPLOCK	3003541	10/4/2005
WHERE IT STOPS IT LOCKS	77337251	11/26/2007