

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
Compositech, Inc.		09/30/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	201 Merritt 7, 6th Floor		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06856-5201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3095179	FLASH-POINT RACING	
Registration Number:	1842866	SPEED WEAPONRY	
Registration Number:	3347769	ZEDTECH	
Registration Number:	1579973	ZIPP	
Registration Number:	1971435	ZIPP	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		

OP \$140.00 3095179

Signature:	/mr/
Date:	10/03/2008
Total Attachments: 8 source=Trademark Security Agreement- Compositetech#page1.tif source=Trademark Security Agreement- Compositetech#page2.tif source=Trademark Security Agreement- Compositetech#page3.tif source=Trademark Security Agreement- Compositetech#page4.tif source=Trademark Security Agreement- Compositetech#page5.tif source=Trademark Security Agreement- Compositetech#page6.tif source=Trademark Security Agreement- Compositetech#page7.tif source=Trademark Security Agreement- Compositetech#page8.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Notification. As far as required by the law governing the Trademark Collateral Grantor undertakes to have the Trademark Collateral conferred by this Trademark Security Agreement recorded at its own cost in the register of the respective patent offices as well as in all other registers. As soon as the Trademark Collateral is recorded the Grantor shall inform without undue delay the Administrative Agent by way of certified copies of the recording of the Trademark Collateral. Irrespective of the aforesaid provision, the Administrative Agent shall at any time at Borrower's cost be entitled to notify any relevant authority (to which this Trademark Security Agreement may be notified), of the Trademark Collateral granted hereunder by furnishing a copy of this Trademark Security Agreement to the relevant office and request registration of the Trademark Collateral made hereunder.

Section 6. Limitation on Recording. Notwithstanding anything to the contrary in this Trademark Security Agreement, the Administrative Agent shall not record this Trademark Security Agreement in any Applicable IP Office located in any jurisdiction outside the United States, Portugal, Germany, Ireland, Hong Kong and Taiwan; provided, however, that the Administrative Agent may record this Trademark Security Agreement with the Office for Harmonization in the Internal Market (OHIM).

Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 8. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

COMPOSITECH, INC.
as Grantor

By: _____

Name: STANLEY R. DAY

Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____

Name:

Title:

[Signature Page to Trademark Security Agreement (Compositech, Inc.)]

TRADEMARK
REEL: 003864 FRAME: 0657

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.

Very truly yours,

COMPOSITECH, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Brian Sommerfeld
Name:
Title: Duly Authorized Signatory

Brian E. Sommerfeld
Duly Authorized Signatory

[Signature Page to Trademark Security Agreement (Compositech, Inc.)]

TRADEMARK
REEL: 003864 FRAME: 0658

Schedule I
to
Trademark Security Agreement

See Attached

Compositech

Trademark Report by Country
Status: ACTIVE

Printed: 9/26/2008 Page 1

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AUSTRALIA							
ZIPP004-AU	FLASH-POINT RACING	6/2/2005	1058480	6/2/2005	1058480	REGISTERED	12
ZIPP001-AU	ZIPP	6/27/2002	917902	6/27/2002	917902	REGISTERED	12
BENELUX							
ZIPP003-BX	SPEED WEAPONRY	12/5/1994	78395	12/5/1994	568404	REGISTERED	12
CANADA							
ZIPP004-CA	FLASH-POINT RACING	6/1/2005	1259560	4/23/2008	1259560	REGISTERED	12
ZIPP001-CA	ZIPP	3/30/1994	0751017	2/24/1995	TMA439992	REGISTERED	12
CHINA							
ZIPP004-CN	FLASH-POINT RACING	1/12/2007	5842843			PENDING	12
ZIPP003-CN	SPEED WEAPONRY	1/12/2007	5842844			PENDING	12
EUROPEAN UNION (CTM)							
ZIPP004-CTM	FLASH-POINT RACING	6/16/2005	4494449	7/13/2006	4494449	REGISTERED	12
FRANCE							
ZIPP003-FR	SPEED WEAPONRY	12/1/1994	94547221	12/1/1994	94547221	REGISTERED	12
ITALY							
ZIPP003-IT	SPEED WEAPONRY	12/12/2004	23692004	12/12/2004	708431	REGISTERED	12
JAPAN							
ZIPP004-JP	FLASH-POINT RACING	7/5/2005	2005061491	12/16/2005	4916040	REGISTERED	12
NEW ZEALAND							
ZIPP004-NZ	FLASH-POINT RACING	3/19/2007	765316			PENDING	12
ZIPP003-NZ	SPEED WEAPONRY	3/19/2007	765315			PENDING	12
SOUTH AFRICA							
ZIPP001-SA	ZIPP	6/27/2002	200209326	6/27/2002	200209326	REGISTERED	12
TAIWAN							
ZIPP004-TW	FLASH-POINT RACING	1/25/2007	96004097	2/1/2008	1299621	REGISTERED	12
ZIPP003-TW	SPEED WEAPONRY	1/25/2007	96004098	2/1/2008	1299622	REGISTERED	12
UNITED KINGDOM							
ZIPP003-UK	SPEED WEAPONRY	12/2/1994	2003782	1/19/1996	2003782	REGISTERED	12
UNITED STATES							
ZIPP004-US	FLASH-POINT RACING	1/5/2005	78/542,727	5/23/2006	3,095,179	REGISTERED	12
ZIPP003-US	SPEED WEAPONRY	9/10/1993	74/435,382	7/5/1994	1,842,866	REGISTERED	12
ZIPP005-US	ZEDTECH	3/22/2007	77/137,517	12/4/2007	3,347,769	REGISTERED	12

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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UNITED STATES continued . . .

ZIPP001-US	ZIPP	5/30/1989	73/803,116	1/30/1990	1,579,973	REGISTERED	12
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ZIPP002-US	ZIPP logo	6/6/1995	74/685,205	4/30/1996	1,971,435	REGISTERED	12
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END OF REPORT

TOTAL ITEMS SELECTED = 22