

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DISA INDUSTRIES, INC.		12/03/2008	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSH Nordbank AG, Copenhagen Branch		
<b>Street Address:</b>	Kalvebod Brygge 39-41		
<b>City:</b>	Copenhagen V		
<b>State/Country:</b>	DENMARK		
<b>Postal Code:</b>	1560		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1736083	DISA X-TRUDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-903-9000		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	Linklaters LLP		
<b>Address Line 1:</b>	1345 Avenue of the Americas		
<b>Address Line 2:</b>	Shauin Wang		
<b>Address Line 4:</b>	New York, NEW YORK 10105		
<b>ATTORNEY DOCKET NUMBER:</b>	427621		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**CH \$40.00 1736083**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

12/03/2008

Total Attachments: 9

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 3, 2008, between DISA INDUSTRIES, INC., an Illinois corporation ("**Grantor**"), and HSH NORDBANK AG, COPENHAGEN BRANCH, as Security Agent for the Secured Parties (herein in such capacity, the "**Security Agent**").

### RECITALS

- (A) Grantor has acceded as a party to a Senior Facilities Agreement dated 1 September 2008 arranged by HSH Nordbank AG, Copenhagen Branch and Nordea Bank Danmark A/S, as Arrangers, with HSH Nordbank AG, Copenhagen Branch acting as Global Co-ordinator, HSH Nordbank AG, Copenhagen Branch acting as Agent and Security Agent, and HSH Nordbank AG, Copenhagen Branch and Nordea Bank Danmark A/S acting as Original Issuing Banks (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**").
- (B) Grantor has acceded as a party to a Mezzanine Facility Agreement dated 1 September 2008 (as amended on 10 September 2008) arranged by HSH Nordbank AG, Copenhagen Branch, as Arranger, with HSH Nordbank AG, Copenhagen Branch acting as Global Co-ordinator and HSH Nordbank AG, Copenhagen Branch acting as Agent and Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**" and, together with the Senior Facilities Agreement, the "**Facility Agreements**").
- (C) Grantor has acceded as a party to the Intercreditor Agreement dated 1 September 2008 in relation to the Facility Agreements (the "**Intercreditor Agreement**").
- (D) Grantor is an Obligor under and as defined in each of the Facility Agreements and the Intercreditor Agreement.
- (E) Grantor is party to a Pledge and Security Agreement, dated the date hereof, in favour of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which Grantor is required to execute and deliver this Agreement.

In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### SECTION 1 Defined Terms

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

### SECTION 2 Grants of Security Interests in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Secured

Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising.

(B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Liabilities, Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Mezzanine Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising.

**"Intellectual Property Collateral"** means Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

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

(f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### **SECTION 3 Separate and Distinct Grants of Security**

Notwithstanding anything to the contrary contained in this Section 3 or elsewhere in this Agreement, Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement (including pursuant to this Section 3) to the Security Agent and all other rights and benefits afforded hereunder to the Secured Parties are expressly subject to the terms and conditions of the Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute two separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Secured Parties securing the First Lien Liabilities and (2) the Security Interest in the Collateral granted to the Mezzanine Finance Parties securing the Second Lien Liabilities, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

**SECTION 4 Certain Exclusions**

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

**SECTION 5 Pledge and Security Agreement**

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 6 Governing Law**

**THIS 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, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

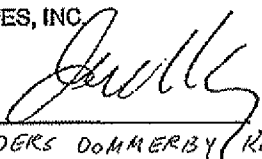
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DISA INDUSTRIES, INC

By

  
Name: ANDERS DOMMERBY KRISTENSEN  
Title: DIRECTOR CFO

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DISA INDUSTRIES, INC.

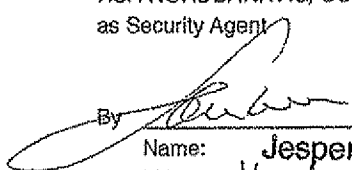
By \_\_\_\_\_

Name:

Title:

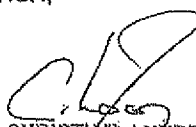
ACCEPTED AND AGREED:

HSH NORDBANK AG, COPENHAGEN BRANCH,  
as Security Agent

By  \_\_\_\_\_

Name: **Jesper Bærnholdt**

Title: *Head of SCF Team Analyst*

  
CHRISTIAN LUNDBERG  
*Analyst*

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**SCHEDULE I**  
**COPYRIGHT REGISTRATIONS**

REGISTERED COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

COPYRIGHT LICENSES

None.



**SCHEDULE II**  
**PATENT REGISTRATIONS**

**REGISTERED PATENTS**

None.

**PATENT APPLICATIONS**

None.

**PATENT LICENSES**

None.

**SCHEDULE III**  
**TRADEMARK REGISTRATIONS**

REGISTERED TRADEMARKS

Mark	Reg. No. or Appln. No.	Date
DISA X-TRUDE	1736083	12/01/1992

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None