

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMP Advanced Development, LLC		12/20/2007	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	450 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2825935	OIL MATE	
Registration Number:	2285431	POWERING THE FUTURE	
Serial Number:	78584868	REEL CLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2132		
<b>Email:</b>	scott.kareff@srz.com		
<b>Correspondent Name:</b>	Scott Kareff, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.0864		
<b>NAME OF SUBMITTER:</b>	Scott Kareff, Esq. (014951/0864)		

**CH \$90.00 2825935**

Signature:	/kc for smk/
Date:	12/15/2008
<b>Total Attachments: 3</b> source=Trademark Grant of Security Interest for EMP Advanced Developement, LLC#page1.tif source=Trademark Grant of Security Interest for EMP Advanced Developement, LLC#page2.tif source=Trademark Grant of Security Interest for EMP Advanced Developement, LLC#page3.tif	

## GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, EMP Advanced Development, LLC (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated December 11, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 20, 2007.

EMP ADVANCED DEVELOPMENT, LLC

By: Rick Nardi  
Name: RICK NARDI  
Title: CFO

STATE OF INDIANA

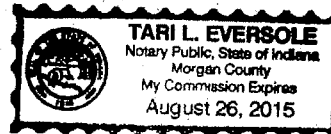
COUNTY OF MARION

ss.:

On this 20<sup>th</sup> day of DECEMBER, 2007, before me personally came RICK NARDI, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the CFO of ENGINEERED MACHINE PRODUCTS, a MICHIGAN CORPORATION, and that s/he executed the foregoing instrument in the firm name of ENGINEERED MACHINE PRODUCTS, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tari L. Eversole

[NOTARY SEAL]



SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

<u>Registered Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Oil Mate	2,825,935	03/23/2004
Powering The Future	2,285,431	10/12/1999

<u>Applications for Registration</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
Reel Clean	78/584,868	03/10/2005

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