



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

103575698

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

09/28/09

1. Name of conveying party(ies):

Zeledyne, L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Agent

Internal

Address: TX1-492-11-23

Street Address: 901 Main Street, 11th Floor

City: Dallas

State: Texas

Country: USA Zip: 75202

Association Citizenship national banking association

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) September 3, 2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

77287957

SEP 28

B. Trademark Registration No.(s)

3651903

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Julie H. Cooper

Internal Address: c/o Vinson & Elkins L.L.P.

Street Address: 2001 Ross Avenue, Suite 3700

City: Dallas

State: Texas Zip: 75201

Phone Number: 214-220-7919

Fax Number: 214-999-7919

Email Address: jucooper@velaw.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

09/29/2009 MJAMA1 00000042 77287957

01 FC:0521 40.00 OP
02 FC:0522 25.00 OP
Deposit Account Number _____

Authorized User Name _____

9. Signature:

Julie H. Cooper
Signature

9/28/09
Date

Julie H. Cooper

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

SCHEDULE 1

Title	Registration No. or (Application No)	Registration Date	Registered Owner	Country
zeledyne	(77287957)	9/25/2007	Zeledyne, LLC	USA
ZELEDYNE	3651903	7/7/2009	Zeledyne, LLC	USA

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "Agreement"), dated as of September 3, 2009, is entered into by ZELEDYNE, L.L.C., a Delaware limited liability company ("Grantor"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of April 14, 2008, among Grantor, Agent and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark licenses listed on Schedule 1 hereto (collectively, the "Secured Trademarks").

WHEREAS, Grantor and Agent entered into that certain Trademark Security Agreement dated as of April 14, 2008 (the "Existing Agreement"), pursuant to which Grantor granted to Agent a security interest in the trademarks described therein. Since the date of the Existing Agreement, Grantor has acquired additional trademarks listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Release of Security Interest.

Subject to the Loan Agreement and following Full Payment of the Obligations, Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution

of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule 1 to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any trademarks in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Facsimiles shall be effective as originals.

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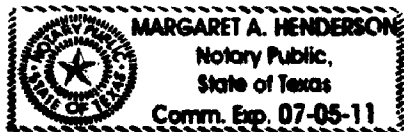
By: Michael Wills
Name: Michael Wills
Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On September 11th, 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Michael Wills personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as a senior vice president on behalf of Bank of America, N.A., a national banking association, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)



Margaret A. Henderson
Notary Public

My Commission Expires:

7.5.2011

SCHEDULE 1

Title	Registration No. or (Application No)	Registration Date	Registered Owner	Country
zeledyne	(77287957)	9/25/2007	Zeledyne, LLC	USA
ZELEDYNE	3651903	7/7/2009	Zeledyne, LLC	USA

Schedule 1-1