

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
Rostra Precision Controls, Inc.		09/30/2009	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Bank of Montreal, Chicago branch, as administrative agent		
Street Address:	115 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77701221	CONVERSE	
Serial Number:	77411615	FRONTSIGHT	
CORRESPONDENCE DATA			
Fax Number:	(312)516-3213		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-845-3413		
Email:	berman@chapman.com		
Correspondent Name:	Jane S. Berman		
Address Line 1:	111 West Monroe Street, Suite 1700		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603-4080		
ATTORNEY DOCKET NUMBER:	1680446		
NAME OF SUBMITTER:	Jane S. Berman		
Signature:	/jane s berman/		

CH \$65.00 77701221

Date:

10/27/2009

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of September, 2009, ROSTRA PRECISION CONTROLS, INC., a Connecticut corporation ("*Debtor*"), with its principal place of business and mailing address at 2519 Dana Drive, Laurinburg, North Carolina 28352, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of March 18, 2008 by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").

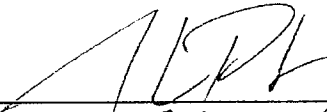
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSTRA PRECISION CONTROLS, INC.

By 
Name THOMAS PETRUCCI
Its CEO

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By _____
Name _____
Its _____

[Signature Page to Rostra Precision Controls, Inc. Trademark Collateral Agreement]

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

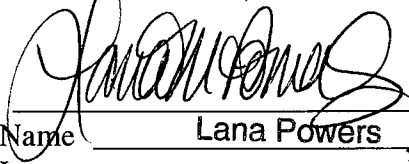
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSTRA PRECISION CONTROLS, INC.

By _____
Name _____
Its _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  _____
Name Lana Powers
Its Vice President DIRECTOR

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
CONVERSE	77/701,221	3/27/09
FRONTSIGHT	77/411,615	3/3/08