

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ekstrom Industries, Inc.		11/04/2009	CORPORATION: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	600 California Street, 19th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2142135	EKSTROM	
Registration Number:	2225524	HANDI-RING	
Registration Number:	2917650	OPTI-LOCK	
Registration Number:	3139426	SURGE GUARD	
Registration Number:	3425704	TRIGGER RING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)567-6710		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-506-5150		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe, LLP		
<b>Address Line 1:</b>	4 Park Plaza, Suite 1600		
<b>Address Line 2:</b>	IP Prosecution Department		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614-2558		
<b>ATTORNEY DOCKET NUMBER:</b>	1696.453		

**CH \$140.00 2142135**

**900147118**

**TRADEMARK  
 REEL: 004092 FRAME: 0463**

NAME OF SUBMITTER:	Bradford S. Breen
Signature:	/Bradford Breen/
Date:	11/06/2009
<b>Total Attachments: 5</b> source=Grant of Security Interest (Trademarks) - Ekstrom 11.04.2009#page1.tif source=Grant of Security Interest (Trademarks) - Ekstrom 11.04.2009#page2.tif source=Grant of Security Interest (Trademarks) - Ekstrom 11.04.2009#page3.tif source=Grant of Security Interest (Trademarks) - Ekstrom 11.04.2009#page4.tif source=Grant of Security Interest (Trademarks) - Ekstrom 11.04.2009#page5.tif	

**GRANT OF SECURITY INTEREST**

**(TRADEMARKS)**

THIS GRANT OF SECURITY INTEREST, dated as of November 4, 2009, is made by Ekstrom Industries, Inc., a Michigan corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., Brammall, Inc., Telesis Technologies, Inc., TB Acquisition Corp., E.J. Brooks Company, Grantor, Meter Devices Company, Inc., E.J. Brooks (India), Inc. and Trans Guard Industries, Inc., as the Borrowers, the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or an equivalent office or registry in foreign countries or jurisdictions outside the United States, as specified (collectively, the "Scheduled Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether now owned or hereafter

acquired by such Grantor, including the Scheduled Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of such Grantor's business symbolized by such trademarks and all customer lists and other records of such Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks (the "Collateral") to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding the foregoing, the security interest created by this Grant of Security Interest shall not extend to any applications for trademarks or service marks filed in the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in commerce is submitted to the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby 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 the event of any irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association  
600 California Street, 19th Floor  
San Francisco, California 94108  
Attention: Judith Steele  
Tel. No. (415) 396-3807  
Fax No. (415) 947-5945  
E-mail: [Judith.Steele@wellsfargo.com](mailto:Judith.Steele@wellsfargo.com)


This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**EKSTROM INDUSTRIES, INC.,  
a Michigan corporation**

By: 

Name: Ian Morton

Title: President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS) - EKSTROM INDUSTRIES, INC.]

**TRADEMARK  
REEL: 004092 FRAME: 0467**

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

**U.S. Trademarks**

<b>Mark</b>	<b>(Serial No.) / Registration No.</b>	<b>(App. Date) / Reg. Date</b>	<b>Status</b>
EKSTROM	2,142,135	3/10/1998	Registered
HANDI-RING	2,225,524	2/23/1999	Registered
OPTI-LOCK	2,917,650	1/11/2005	Registered
SURGE GUARD and Design	3,139,426	9/5/2006	Registered
TRIGGER RING	3,425,704	5/13/2008	Registered

**Foreign Trademarks**

<b>Country</b>	<b>Mark</b>	<b>(Serial No.) / Registration No.</b>	<b>(App. Date) / Reg. Date</b>	<b>Status</b>
Canada	HANDI-RING	871,289	3/23/2000	Registered
Mexico	HANDI-RING	585201	8/25/1998	Registered

**Domain Names**

<b>Domain Name</b>	<b>Date Expires</b>	<b>Status</b>
brooksupg.com	2/28/2015	Registered
ekstrom-metering.com	12/11/2010	Registered
ekstrom-metering.net	10/31/2009	Registered
ekstrom-metering.org	10/31/2009	Registered
surgeprotectiondevices.com	11/30/2010	Registered
surgeprotectivedevices.com	11/19/2010	Registered
meter-devices.com	12/12/2010	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Foreign Trademarks

Country	Mark	(Serial No.)/ Registration No.	(App. Date)/ Reg. Date	Status
Canada	TRIGGER RING	(1372,753)	(11/13/2007)	Pending