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
Meter Devices Company, Inc.		11/04/2009	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	600 California Street, 19th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3133847	SNAP2
Serial Number:	77497527	ELECTRAK
Serial Number:	77497388	ELECTRAK
Serial Number:	77556059	FLASHSENTRY
Serial Number:	77556082	SAFE-T-GUARD

CH $140.00 3133847

CORRESPONDENCE DATA

Fax Number: (949)567-6710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-506-5150
Email: ipprosecution@orrick.com
Correspondent Name: Orrick, Herrington & Sutcliffe, LLP
Address Line 1: 4 Park Plaza, Suite 1600
Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	1696.453

NAME OF SUBMITTER:	Bradford S. Breen
Signature:	/Bradford Breen/
Date:	11/06/2009

Total Attachments: 4
source=Grant of Security Interest (Trademarks) - MDCI 11.04.2009#page1.tif
source=Grant of Security Interest (Trademarks) - MDCI 11.04.2009#page2.tif
source=Grant of Security Interest (Trademarks) - MDCI 11.04.2009#page3.tif
source=Grant of Security Interest (Trademarks) - MDCI 11.04.2009#page4.tif

Execution Version

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of November 4, 2009, is made by Meter Devices Company, Inc., an Ohio 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, Ekstrom Industries, Inc., Grantor, 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

TRADEMARK
REEL: 004092 FRAME: 0472

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

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.]

TRADEMARK
REEL: 004092 FRAME: 0473

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

METER DEVICES COMPANY, INC.,
an Ohio corporation

By: _____
Name: Ian Morton
Title: President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS) – METER DEVICES COMPANY, INC.]

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

U.S. Trademarks

Mark	(Serial No). / Registration No.	(App. Date) / Reg. Date	Status
SNAP2	3,133,847	(8/22/2006)	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

U.S. Trademarks

Mark	(Serial No). / Registration No.	(App. Date) / Reg. Date	Status
ELECTRAK	(77-497,527)	(6/12/2008)	Pending
ELECTRAK	(77-497,388)	(6/12/2008)	Pending
FLASH SENTRY	(77/556,059)	8/26/2008	Pending
SAFE-T-GUARD	77/556,082	8/26/2008	Pending

Foreign Trademarks

Country	Mark	(Serial No)./ Registration No.	(App. Date)/ Reg. Date	Status
Canada	FLASH SENTRY	1,430,031	2/26/2009	Pending
Canada	SAFE-T-GUARD	1,430,032	2/26/2009	Pending

RECORDED: 11/06/2009
TRADEMARK
REEL: 004092 FRAME: 0475