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
Telesis Technologies, 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: 16

Property Type	Number	Word Mark
Registration Number:	2347688	BENCHMARK
Registration Number:	2560410	ECLIPSE
Registration Number:	3350040	GEMINI
Registration Number:	2105949	IDENTIPLATE
Registration Number:	2336429	MERLIN
Registration Number:	1282172	PINSTAMP
Registration Number:	2425634	PROSCRIPT
Registration Number:	1689965	PS-OCR
Registration Number:	2626483	SABRE
Registration Number:	1548977	SHOPSHEET
Registration Number:	2358681	TELESCRIBE
Registration Number:	1282284	TELESIS
Registration Number:	1565540	TELESIS
Registration Number:	3272783	TELESIS XPRESS

CH $415.00 2347688

Registration Number:	2373683	VERSAMARK
Registration Number:	2696456	ZENITH

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: 5

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Execution Version

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of November 4, 2009, is made by Telesis Technologies, 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., Grantor, TB Acquisition Corp., E.J. Brooks Company, Ekstrom Industries, Inc., 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

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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.

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

TELESIS TECHNOLOGIES, INC.,
an Ohio corporation

By: _____
Name: Ian Morton
Title: President

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS) – TELESIS TECHNOLOGIES, INC.]

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

U.S. Trademarks

Mark	(Serial No). / Registration No.	(App. Date) / Reg. Date	Status
BENCHMARK[1]	2,347,688	5/2/2000	Registered
ECLIPSE	2,560,410	4/9/2002	Registered
GEMINI	3,350,040		Registered
IDENTIPLATE	2,105,949	10/14/1997	Registered
MERLIN	2,336,429	3/28/2000	Registered
PINSTAMP	1,282,172	6/19/1984	Registered
PROSCRIPT	2,425,634	1/30/2001	Registered
PS-OCR	1,689,965	6/2/1992	Registered
SABRE	2,626,483	9/24/2002	Registered
SHOPSHEET	1,548,977	7/25/1989	Grace period expiry date 1/25/2010
TELESCRIBE	2,358,681	6/13/2000	Registered
TELESIS	1,282,284	6/19/1984	Registered
TELESIS	1,565,540	11/141989	Registered
TELESIS XPRESS	3,272,783	7/31/2007	Registered
VERSAMARK	2,373,683	7/31/2007	Registered
ZENITH	2,696,456	8/1/2000	Registered

Foreign Trademarks

Country	Mark	(Serial No)./ Registration No.	(App. Date)/ Reg. Date	Status
Europe	BENCHMARK	000891738	5/23/2006	Registered
Europe	TELESIS PINSTAMP	000393082	9/28/2001	Registered
Europe	TELESIS	000393025	7/25/2002	Registered

[1] Company states that there is also a registration No. 891738 on the International Register through World Intellectual Property Organization (WIPO), also known as a Madrid Protocol Registration, based on this U.S. Registration, the designated countries are: Australia (Issued full protection), CTM (Issued full protection, Japan (partial protection Issued), South Korea (no protection Issued) and Turkey (Issued full protection).

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Country	Mark	(Serial No)./ Registration No.	(App. Date)/ Reg. Date	Status
Benelux	PINSTAMP	395287	5/25/1984	Registered
Benelux	TELESIS	395288	5/25/1984	Registered
Canada	PINSTAMP	303921	1/21/1985	Registered
Canada	TELESIS	303344	5/31/1985	Registered
China	TELESIS	1981794	9/7/2002	Registered
China	TELESIS	2015149	1/14/2003	Registered
China	TELESIS PINSTAMP	1772665	5/21/2002	Registered
China	TELESIS PINSTAMP	1911423	11/28/2002	Registered
Czech Republic	PINSTAMP	229739	12/27/2000	Registered
Czech Republic	TELESIS	229740	12/27/2000	Registered
Europe	TELESIS	393025	7/25/2002	Registered
Europe	TELESIS PINSTAMP	393082	9/28/2001	Registered
France	PINSTAMP	1255880	10/26/1983	Registered
France	TELESIS	1256013	10/26/1983	Registered
Germany	TELESIS PINSTAMP	1067581	8/31/1984	Registered
Japan	PINSTAMP	4513281	10/12/2001	Registered
Korea	TELESIS	193209	6/8/1990	Registered
UK	TELESIS PINSTAMP	1206160	10/9/1985	Registered
UK	TELESIS PINSTAMP	1206161	9/1/1996	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.

RECORDED: 11/06/2009

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