

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Assignment of Security Interest	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Bank Business Capital, Inc.		12/16/2009	CORPORATION: MISSOURI
Swiss-Tech, LLC		12/16/2009	LIMITED LIABILITY COMPANY: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FirstMerit Bank, N.A.		
<b>Street Address:</b>	III Cascade Plaza		
<b>Internal Address:</b>	CAS 80		
<b>City:</b>	Akron		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44308		
<b>Entity Type:</b>	National Association: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0871133	SWISS-TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)298-7570		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-625-3500		
<b>Email:</b>	allen.rose@kattenlaw.com		
<b>Correspondent Name:</b>	Allen Rose / Katten Muchin Rosenman LLP		
<b>Address Line 1:</b>	2900 K Street NW		
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<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20007-5118		
<b>ATTORNEY DOCKET NUMBER:</b>	215137-00009		
<b>NAME OF SUBMITTER:</b>	Allen Rose		

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**TRADEMARK  
 REEL: 004139 FRAME: 0776**

Signature:	/allen rose/
Date:	01/28/2010
Total Attachments: 7 source=2009-12-16 Swiss-Tech LLC Trademark#page1.tif source=2009-12-16 Swiss-Tech LLC Trademark#page2.tif source=2009-12-16 Swiss-Tech LLC Trademark#page3.tif source=2009-12-16 Swiss-Tech LLC Trademark#page4.tif source=2009-12-16 Swiss-Tech LLC Trademark#page5.tif source=2009-12-16 Swiss-Tech LLC Trademark#page6.tif source=2009-12-16 Swiss-Tech LLC Trademark#page7.tif	

AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of December 16, 2009 (this "*Amendment and Transfer Agreement*"), is made by and among First Bank Business Capital, Inc., as assignor (the "*Assignor*"), FirstMerit Bank, N.A., as assignee (the "*Assignee*"), and Swiss-Tech, LLC, a Wisconsin limited liability company ("*Borrower*").

RECITALS

WHEREAS, Borrower executed that certain Trademark Security Agreement dated as of March 4, 2008 (as amended, supplemented or otherwise modified to date, the "*Trademark Agreement*") in favor of Assignor pursuant to a certain Credit and Security Agreement between Assignor and Borrower, dated March 4, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on March 10, 2008 at Reel 003735, Frame 0454;

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to Assignor a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Agreement), including the registered trademark referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Loan Purchase Agreement dated as of November 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*") by and between Assignor and Assignee, Assignor has, among other things, assigned to Assignee (such assignment, the "*Assignment*") all of its rights, remedies, duties, interests and obligations as Lender under the Credit Agreement and the other Operative Documents (as defined in the Credit Agreement and including the Trademark Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which Assignor was granted liens on and security interests in any real or personal property of Borrower;

WHEREAS, Assignee has agreed to accept such Assignment from Assignor;

WHEREAS, Borrower hereby grants and reaffirms its grant of such security interest to secure the complete and timely payment and satisfaction of the Obligations in favor of Assignee; and

WHEREAS, the parties hereto desire to execute this Amendment and Transfer Agreement for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the Assignment, (ii) evidencing in any filing office where the Trademark Agreement was filed the Assignment, and (iii) reaffirming the grant of such security interest in favor of Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Assignor and Assignee hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that FirstMerit Bank, N.A., a national banking association, shall replace First Bank Business Capital, Inc. as "Grantee" under the Trademark Agreement. All references to "Grantee" in the Trademark Agreement shall hereinafter refer to FirstMerit Bank, N.A.

3. Assignment. In connection with the Assignment, Assignor does hereby assign and transfer all of its right, title and interests in, to and under the Trademark Agreement, and all obligations of Assignor thereunder, to Assignee. Assignee hereby accepts such assignment and assumes all obligations of Assignor under the Trademark Agreement. The execution and delivery of this Amendment and Transfer Agreement shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment and Transfer Agreement, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by Assignee, or by its successors and assigns, against Borrower.

4. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Assignee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing (until all of the Obligations have been paid in full) security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. Nothing contained in this Paragraph 4 shall have the effect of limiting the security interest in the Trademark Collateral granted in favor of the Assignee (as successor by assignment to Assignor) under and pursuant to the Trademark Agreement, as amended hereby.

5. Severability. In case any provision of or obligation under this Amendment and Transfer Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6. Section Titles. Section and subsection titles in this Amendment and Transfer Agreement are included for convenience of reference only, do not constitute a part of this Amendment and Transfer Agreement for any other purpose, and have no substantive effect.

7. Successors and Assigns. This Amendment and Transfer Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. APPLICABLE LAW. THIS AMENDMENT AND TRANSFER AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. Counterparts. This Amendment and Transfer Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Transfer Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,  
as Assignor

By: Walter Castillo  
Name: Walter Castillo  
Title: Vice President

FIRSTMERIT BANK, N.A.,  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWISS-TECH, LLC,  
a Wisconsin limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,  
as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIRSTMERIT BANK, N.A.,  
as Assignee

By:   
Name: David G. Goodall  
Title: Executive Vice President

SWISS-TECH, LLC,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,  
as Assignor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIRSTMERIT BANK, N.A.,  
as Assignee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SWISS-TECH, LLC,  
a Wisconsin limited liability company

By: Michael C. Adams, Chairman  
Name: Michael C. Adams  
Title: Chairman



ATTACHMENT 1

U.S. TRADEMARK REGISTRATIONS

- 1) Mark: Swiss-Tech, U.S. Trademark Number 871,133, filed 06/17/1969.

U.S. TRADEMARK APPLICATIONS

None.