

**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>                  |
| AAE Acquisition, LLC             |  | 05/06/2010            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                                     |
| <b>Name:</b>                     | CapitalSouth Partners SBIC Fund III, L.P.  |                       |                                     |
| <b>Street Address:</b>           | 1011 E. Morehead St., Suite 150  |                       |                                     |
| <b>City:</b>                     | Charlotte  |                       |                                     |
| <b>State/Country:</b>            | NORTH CAROLINA   |                       |                                     |
| <b>Postal Code:</b>              | 28204  |                       |                                     |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: DELAWARE  |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>      | 3465102  | AAE                   |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                                     |
| <b>Fax Number:</b>               | (704)353-3698  |                       |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                                     |
| <b>Phone:</b>                    | 7043315792   |                       |                                     |
| <b>Email:</b>                    | donna.millard@klgates.com  |                       |                                     |
| <b>Correspondent Name:</b>       | Karl S. Sawyer, Jr.  |                       |                                     |
| <b>Address Line 1:</b>           | 214 N Tryon St, Hearst Tower 47th Floor  |                       |                                     |
| <b>Address Line 2:</b>           | K & L Gates LLP  |                       |                                     |
| <b>Address Line 4:</b>           | Charlotte, NORTH CAROLINA 28202  |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 2829226.00003CAPITALSOUTH  |                       |                                     |
| <b>NAME OF SUBMITTER:</b>        | Karl S. Sawyer, Jr.  |                       |                                     |
| <b>Signature:</b>                | / Karl S. Sawyer, Jr. /  |                       |                                     |

OP \$40.00 3465102

**900161586**

**TRADEMARK  
 REEL: 004201 FRAME: 0358**

Date:

05/07/2010

**Total Attachments: 3**

source=AAEAcquisition CapitalSouthPartnersSBICFundIII#page1.tif

source=AAEAcquisition CapitalSouthPartnersSBICFundIII#page2.tif

source=AAEAcquisition CapitalSouthPartnersSBICFundIII#page3.tif

Notwithstanding anything herein to the contrary, the lien and security interest granted to the administrative agent pursuant to this Agreement and the exercise of any right or remedy by the administrative agent hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of May 6, 2010 as the same may be amended, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among PNC Bank, National Association, as agent for the PNC Secured Parties (as defined therein), CapitalSouth Partners SBIC Fund III, L.P., as agent for the CapitalSouth Secured Parties (as defined therein) and each holder of the Obligations hereunder, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to the Second Lien Security and Pledge Agreement dated as of May 6, 2010 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors"), CapitalSouth Partners SBIC Fund III, L.P., as Agent (the "Agent") for the Lenders referenced therein (the "Lenders"), the undersigned Obligor has granted and hereby grants a continuing security interest in and continuing lien upon, the trademarks shown below to the Agent for the ratable benefit of the Lenders, subject to and upon the terms and conditions of the Agreement, which are incorporated herein by reference:

TRADEMARKS

| <u>Trademark No.</u> | <u>Description of Trademark<br/>Item</u> | <u>Date of<br/>Trademark</u> |
|----------------------|--|------------------------------|
| 3465102              | AAE                                      | July 15, 2008                |

The Obligors and the Agent, on behalf of the Lenders, hereby acknowledge and agree that the security interest in the foregoing trademarks (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark.

Very truly yours,

AAE ACQUISITION, LLC

By: 

Name: Thomas Harbin

Title: Chairman

[Signature page continues]

Acknowledged and Accepted:

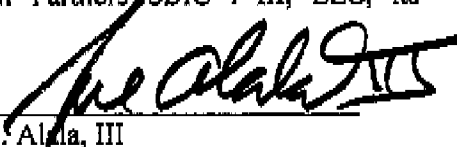
CapitalSouth Partners SBIC Fund III, L.P., as Agent

By: CapitalSouth Partners SBIC F-III, LLC, its  
General Partner

By: \_\_\_\_\_

Name: Joseph B. Alala, III

Title: President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Joe Alala III", written over a horizontal line.