

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
Zeledyne, LLC		09/21/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank Of America, N.A., As Agent		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3838905	BLUE SAPPHIRE	
CORRESPONDENCE DATA			
Fax Number:	(313)496-8454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3134967562		
Email:	spano@millercanfield.com		
Correspondent Name:	Kristen I. Spano		
Address Line 1:	150 West Jefferson Avenue		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	029982-00671		
NAME OF SUBMITTER:	Kristen I. Spano		
Signature:	/Kristen I. Spano/		

CH \$40.00 3838905

Date:

09/24/2010

Total Attachments: 5

source=Trademark AGR#page1.tif

source=Trademark AGR#page2.tif

source=Trademark AGR#page3.tif

source=Trademark AGR#page4.tif

source=Trademark AGR#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

THIS TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "Agreement"), dated as of September 21, 2010, is entered into by ZELEDYNE, L.L.C., a Delaware limited liability company ("Grantor"), and BANK OF AMERICA, N.A., as Agent (in such capacity, "Agent"). Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Loan and Security Agreement dated as of April 14, 2008, among Grantor, Agent and the Lenders party thereto (as such agreement may be amended, modified, supplemented and amended and restated from time to time, "Loan Agreement").

R E C I T A L S:

A. Pursuant to the Loan Agreement, Grantor is required to grant a security interest to Agent, for the benefit of the Lenders, in all of Grantor's trademarks, trademark licenses, trade names, service marks, logos and all registrations and recordings thereof and applications (other than "intent to use" applications until a verified statement of use or allegation of use is filed and accepted by the U.S. Patent and Trademark Office with respect to such applications) in connection therewith, whether registered or unregistered, now owned or hereafter acquired, and wherever located, including the trademarks and trademark licenses listed on **Schedule 1** hereto (collectively, the "Secured Trademarks").

B. Grantor and Agent entered into that certain Trademark Security Agreement dated as of April 14, 2008 (the "Existing Agreement"), pursuant to which Grantor granted to Agent a security interest in the trademarks described therein. Since the date of the Existing Agreement, Grantor has acquired additional trademarks listed on **Schedule 1** hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Grant of Security Interest.

- (a) Grantor hereby grants to Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing.
- (b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Release of Security Interest.

Subject to the Loan Agreement and following Full Payment of the Obligations, Agent shall, at Grantor's sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending **Schedule 1** to include reference to any right, title or interest in any trademarks currently owned by Grantor or any trademarks acquired by Grantor.

4. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Agent and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Agent given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

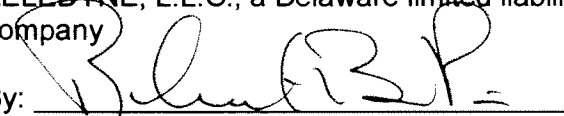
6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Facsimiles shall be effective as originals.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

ZELEDYNE, L.L.C., a Delaware limited liability company

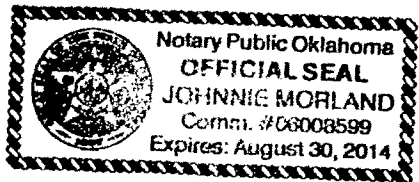
By: 
 Name: Robert Price
 Title: Manager

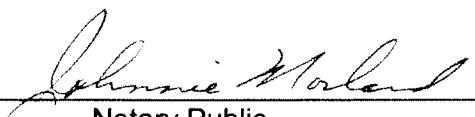
STATE OF Oklahoma)
)ss.
 COUNTY OF Tulsa)

On September 21, 2010, before me, the undersigned, a notary public in and for the state, personally appeared Robert Price, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Manager, on behalf of Zeledyne, L.L.C., a Delaware limited liability company, the company therein named, and acknowledged to me that the company executed the within instrument pursuant to its limited liability company agreement or a resolution of its board of managers.

WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)




 Notary Public

My Commission Expires:

8-30-14

BANK OF AMERICA N.A., as Agent

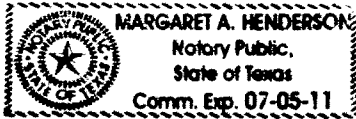
By: H Michael Wills
Name: H. Michael Wills
Title: Senior Vice President

STATE OF TEXAS)
)ss.
COUNTY OF DALLAS)

On September 15, 2010, before me, the undersigned, a notary public in and for the state, personally appeared H. Michael Wills, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Senior Vice President, on behalf of Bank of America, N.A., a national banking association, the company therein named, and acknowledged to me that the bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL

(NOTARIAL STAMP OR SEAL)



Margaret A. Henderson
Notary Public

My Commission Expires:

7.5.2011

SCHEDULE 1

Title	Registration No. or (Application No)	Registration Date	Registered Owner	Country
BLUE SAPPHIRE	3838905	8/24/10	Zeledyne, LLC	USA