

**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>
Eberle Design, Inc.		12/15/2010	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2956339	SMARTMONITOR	
Registration Number:	3098970	DEFLECTOMETER	
Registration Number:	2943809	MONITORKEY	
Registration Number:	3023401	LEDGUARD	
Serial Number:	85184261	IPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-492-6842		
<b>Email:</b>	Cadwell.Jeffrey@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	50 South Sixth Street, Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M218895		

CH \$140.00 2956339

**900178879**

**TRADEMARK**  
**REEL: 004434 FRAME: 0383**

<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell
<b>Signature:</b>	/Jeffrey R. Cadwell/
<b>Date:</b>	12/15/2010
<b>Total Attachments: 3</b> source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page3.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of December 15, 2010, by and from EBERLE DESIGN, INC., an Arizona corporation (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Banks (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, the Banks, and the Grantee have entered into a Credit Agreement dated concurrently herewith (as hereafter amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks have agreed to extend to the Grantor certain credit accommodations;

WHEREAS, the Grantor, the Banks, and the Grantee have entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 15, 2010, (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which trademarks are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.


(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor.

(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

EBERLE DESIGN, INC.

By:   
Name: Andrew Snyan  
Title: VP, Treasurer and Secretary

[Signature Page to Confirmatory Grant of Security Interest in United States Trademarks]

**TRADEMARK**  
**REEL: 004434 FRAME: 0386**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**1. Trademark Registrations**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Country</b>
<b>SMARTMONITOR</b>	2,956,339	May 24, 2005	United States
<b>DEFLECTOMETER</b>	3,098,970	May 30, 2006	United States
<b>MONITORYKEY</b>	2,943,809	April 26, 2005	United States
<b>LEDGUARD</b>	3,023,401	December 6, 2005	United States

**2. Trademark Applications**

<b>Trademark</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Country</b>
<b>IPACK*</b>	85/184,261	November 24, 2010	United States

*Exhibit A*