

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
Dynamic Systems Inc.	FORMERLY DSI Merger Sub Inc.	12/23/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0782420	GLEEBLE	
Registration Number:	1746332	HYDRAWEDGE	
Registration Number:	1887851	DSI	
Registration Number:	2589275	MAXSTRAIN	
CORRESPONDENCE DATA			
Fax Number:	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street		
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ATTORNEY DOCKET NUMBER:	M218847		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		

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Signature:	/Jeffrey R. Cadwell/
Date:	12/30/2010
Total Attachments: 5 source=Confirmatory Grant of Security Interest in Trademarks#page1.tif source=Confirmatory Grant of Security Interest in Trademarks#page2.tif source=Confirmatory Grant of Security Interest in Trademarks#page3.tif source=Confirmatory Grant of Security Interest in Trademarks#page4.tif source=Confirmatory Grant of Security Interest in Trademarks#page5.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 23, 2010, by and from DYNAMIC SYSTEMS INC., a New York corporation (formerly known as DSI Merger Sub Inc., a New York corporation, as successor by merger to Dynamic Systems Inc., a New York 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, DSI Merger Sub Inc., a New York corporation (to be merged with the Grantor, pursuant to the Permitted Merger, following which it shall change its name to Dynamic Systems Inc., hereinafter the "Borrower"), the Banks, the Grantee, and the other entities party thereto, 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 Borrower certain credit accommodations;

WHEREAS, the Grantor, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of December 23, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty");

WHEREAS, the Grantor, the Borrower, DSI Holdings DE Inc., the Banks, the Grantee and the other parties thereto, have entered into a Pledge and Security Agreement and Irrevocable Proxy dated as of December 23, 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) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

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

DYNAMIC SYSTEMS INC.

By: 
Name: David F. Brown
Title: President


Signature Page for Grant of
Security Interest in United States Trademarks (Dynamic Systems Inc.)

TRADEMARK
REEL: 004442 FRAME: 0830

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

United States Trademarks:

Mark	Reg. No.	Reg. Date	Country
GLEEBLE	782,420	12/29/1964	United States
HYDRAWEDGE	1,746,332	1/12/1993	United States
DSI & Design 	1,887,851	4/4/1995	United States
MAXStrain	2,589,275	7/2/2002	United States

International Trademarks:

Mark: GLEEBLE

Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
Benelux	751153	8/28/1990	487457	8/28/1990
China	2001006984	1/11/2001	N/A	N/A
France	234,384	8/29/1990	1612853	8/29/1990
Germany	D48 422/9	8/28/1990	1181480	10/10/1991
India	1934949	3/12/2010	N/A	N/A
Japan	2-117260	10/19/1990	2490609	12/25/1992
Japan	2-117259	10/19/1990	2567903	8/31/1993
Korea	0000662	1/8/2001	541972	2/25/2003
Russian Federation	2010707818	3/5/2010	N/A	N/A
United Kingdom	1438208	8/30/1990	1438208	8/30/1990

Mark: HYDRAWEDGE

Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
Benelux	764676	6/4/1991	503765	6/4/1991
France	297966	7/15/1991	1680549	7/15/1991
Germany	D49 580/9	6/10/1991	2040950	7/22/1993
Japan	3-97890	9/20/1991	2623491	2/28/1994

Exhibit A

**TRADEMARK
REEL: 004442 FRAME: 0831**

Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
Japan	3-97891	9/20/1991	2635930	3/31/1994
United Kingdom	1466259	5/2/1991	1466259	5/2/1991

Mark: DSI & Design



Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
Canada	745,071	1/10/1994	442823	5/12/1995
China	94018249	2/21/1996	816658	2/21/1996
France	94503713	1/28/1994	94503713	1/28/1994
Germany	D54 092	1/18/1994	2910747	8/8/1995
Japan	2489/1994	1/12/1994	4181648	8/28/1998

Exhibit A