

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAMP Systems International Inc.		12/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital, Ltd.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
Internal Address:	Attn: Brett Hyman		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3060859	WEBECTM	
Registration Number:	2118980	ECTM	
Registration Number:	2117374	HECTM	
CORRESPONDENCE DATA			
Fax Number:	(301)654-6714		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3018411359		
Email:	brett.hyman@americancapital.com		
Correspondent Name:	American Capital, Ltd.		
Address Line 1:	2 Bethesda Metro Center, 14th Floor		
Address Line 2:	Attn: Brett Hyman		
Address Line 4:	Bethesda, MARYLAND 20814		
NAME OF SUBMITTER:	Brett Hyman		
Signature:	/Brett Hyman/		

OP \$90.00 3060859

Date:

01/03/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 29th day of December, 2010 by CAMP Systems International Inc., a Delaware corporation ("Borrower") in favor of American Capital, Ltd. (as successor by merger to American Capital Financial Services, Inc.), in its capacity as Collateral Agent for the Lenders party to the Second Lien Credit Agreement (defined below) ("Grantee");

WITNESSETH

WHEREAS, Borrower, Grantee and the Lenders are parties to a certain Second Lien Credit Agreement, dated as of March 30, 2007 (as the same may be amended or otherwise modified from time to time, the "Second Lien Credit Agreement"), providing for extensions of credit to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement, dated as of March 30, 2007, between Grantors and Grantee (as the same may be amended or otherwise modified from time to time, the "Second Lien Security Agreement"), Grantors have granted to Grantee, for the benefit of Lenders and Agents, a security interest in substantially all of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks, Domain Names and Software (each as defined in the Second Lien Security Agreement), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Second Lien Credit Agreement.

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement between Borrower and Pratt & Whitney Canada Corp., dated as of the date hereof, Borrower has acquired the Trademarks set forth on Schedule A hereto;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Second Lien Credit Agreement and Second Lien Security Agreement. The Second Lien Credit Agreement and Second Lien Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Second Lien Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the benefit of Lenders and Agents, and hereby reaffirms its prior grant pursuant to the Second Lien Security Agreement of, a continuing security interest in each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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IN WITNESS WHEREOF, Grantor have duly executed this Agreement as of the date first written above.

CAMP SYSTEMS INTERNATIONAL INC.

By: Ken Gray
Name: Kenneth Gray
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL, LTD.
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor have duly executed this Agreement as of the date first written above.

CAMP SYSTEMS INTERNATIONAL INC.

By: _____
Name: Kenneth Gray
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

AMERICAN CAPITAL, LTD.
as Collateral Agent

By: _____
Name: Lynn Fontaine
Title: Vice President

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. NO.	STATUS	OWNERSHIP
WebECTM	3060859	Registered 2/21/2006	Camp Systems International, Inc.
ECTM	2118980	Registered 12/9/97	Camp Systems International, Inc.
HECTM	2117374	Registered 12/2/97	Camp Systems International, Inc.

TRADEMARK APPLICATIONS

None.