

**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>
Gloucester Engineering Co., Inc.		01/03/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Blue Wolf Capital Fund II, L.P.		
<b>Street Address:</b>	48 Wall Street		
<b>Internal Address:</b>	31st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77718464	WOW	
<b>Serial Number:</b>	77718469	SYMPHONIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)279-8443		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6173105276		
<b>Email:</b>	tuttlet@gtlaw.com		
<b>Correspondent Name:</b>	Traci Jaye Tuttle		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	095495.010600 TJT/WOLF		
<b>NAME OF SUBMITTER:</b>	Traci Jaye Tuttle		

**CH \$65.00 77718464**

**900181250**

**TRADEMARK  
 REEL: 004452 FRAME: 0517**

Signature:	/Traci Jaye Tuttle/
Date:	01/13/2011
Total Attachments: 7 source=IP BLUE WOLF#page1.tif source=IP BLUE WOLF#page2.tif source=IP BLUE WOLF#page3.tif source=IP BLUE WOLF#page4.tif source=IP BLUE WOLF#page5.tif source=IP BLUE WOLF#page6.tif source=IP BLUE WOLF#page7.tif	

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is made as of this 3rd day of January, 2011 by and between Gloucester Engineering Co., Inc., a Delaware corporation ("Borrower"), and Blue Wolf Capital Fund II, L.P. ("Lender").

### RECITALS:

A. Reference is made to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Borrower and Lender. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement.

B. Lender has agreed to make Advances and a Term Loan to Borrower pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. The obligation of Lender to make such Advances and Term Loan is conditioned upon, among other things, the execution and delivery by Borrower of the Credit Agreement and the Loan Documents, including this Agreement, to secure the Obligations.

C. Borrower has agreed to execute this Agreement to secure the Obligations and for recording with the United States Patent and Trademark Security Office.

### AGREEMENT:

For good and valuable consideration the parties hereto agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to (i) patents or applications for patents, (ii) fees or royalties with respect to each, (iii) the right to sue for past infringement and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A** attached hereto.

"Security Interest" has the meaning given to such term in Section 2 hereof.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefore, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B** attached hereto.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties, Covenants and Agreements. Borrower represents, warrants, covenants and agrees as follows:

(a) Patents. **Exhibit A** attached hereto accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A** attached hereto, or if **Exhibit A** attached hereto ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall promptly provide written notice to Lender and will provide a replacement **Exhibit A** if requested by Lender, which upon acceptance by Lender shall become part of this Agreement.

(b) Trademarks. **Exhibit B** attached hereto accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** attached hereto need not list common law marks (i.e. Trademarks for which there are no applications or registrations) which are not material to Borrower's or any Affiliate's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on **Exhibit B** attached hereto (other than common law marks which are not material to Borrower's or any Affiliate's business(es)), or if **Exhibit B** attached hereto ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall promptly provide written notice to Lender and if requested by Lender will provide a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, until the occurrence and continuance of an Event of Default.

5. Authorization to Supplement. If Borrower obtains rights to any new Patents or Patent licenses, Trademarks or Trademark licenses, the provisions of this Agreement shall automatically apply thereto. Borrower shall give notice in writing to Agent with respect to any such new Patent, any new Patent license, any new Trademark, any renewal or extension of a

Trademark registration or any new Trademark license. Without limiting Borrower's obligations under this Section 5, Borrower hereby authorizes Lender unilaterally to modify this Agreement by amending **Exhibit A** to include such new Patent or Patent license and **Exhibit B** to include any such new Trademark or Trademark license. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Exhibit A** hereto or **Exhibit B** hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all Patent Collateral and Trademark Collateral, whether or not listed on **Exhibit A** hereto or **Exhibit B** hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of New York.

7. Notices. All notices required or permitted hereunder shall be given as provided in the Credit and Security Agreement.

8. Amendments. This Assignment, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. Inapplicable Provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute but one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

**GLOUCESTER ENGINEERING CO. INC.**

By: Robert H. Sharp  
Name: Robert H. Sharp  
Title: Chief Restructuring Officer

**BLUE WOLF CAPITAL FUND II, L.P.**

By: Blue Wolf Capital Partners, L.P.  
its general partner

By: \_\_\_\_\_  
Name: Michael Ranson  
Title: Partner

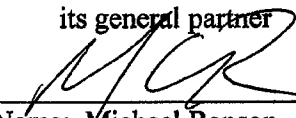
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**GLOUCESTER ENGINEERING CO. INC.**

By: \_\_\_\_\_  
Name: Robert H. Sharp  
Title: Chief Restructuring Officer

**BLUE WOLF CAPITAL FUND II, L.P.**

By: Blue Wolf Capital Partners, L.P.  
its general partner

By:  \_\_\_\_\_  
Name: Michael Ranson  
Title: Partner

## EXHIBIT A

### PATENTS

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/ Application Date</u>
Thermal Expansion Compensated Hot Knife	5,205,899	04/06/92
Air Ring For Controlling Blown Film Thickness	5,288,219	03/25/97
Wicket Stacking Guide	5,542,802	10/20/94
Wicket Wire Holder	5,618,147	10/11/94
Method for Initializing the Position of a Linear Drive System	5,638,268	11/28/94
Screw Adjustable Wicket Pins	5,667,468	10/11/94
Cast Film Cooling Device	6,619,941	04/28/2000
Stretch Film Winder	60/980,343	10/16/2007



**EXHIBIT B**

**TRADEMARKS**

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
WOW	77,718,464	
Symphonix	77,718,469	