

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
Cablecraft Motion Controls, LLC		11/30/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 S. LaSalle		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1406489	CABLECRAFT	
Registration Number:	1406490	CABLECRAFT	
Registration Number:	2170969	BRISTOW	
Registration Number:	0969160	COBRALINKS	
Registration Number:	2454696	VIBRALINK	
CORRESPONDENCE DATA			
Fax Number:	(312)460-7000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3124605000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Julia K. Sutherland		
Address Line 1:	131 South Dearborn St., Suite 2400		
Address Line 4:	Chicago, ILLINOIS 60603-5577		
ATTORNEY DOCKET NUMBER:	58550-15		

CH \$140.00 1406489

900184715

TRADEMARK
REEL: 004484 FRAME: 0199

NAME OF SUBMITTER:	Julia K. Sutherland
Signature:	/Julia K. Sutherland/
Date:	02/22/2011
Total Attachments: 8 source=Cablecraft Security Agreement#page1.tif source=Cablecraft Security Agreement#page2.tif source=Cablecraft Security Agreement#page3.tif source=Cablecraft Security Agreement#page4.tif source=Cablecraft Security Agreement#page5.tif source=Cablecraft Security Agreement#page6.tif source=Cablecraft Security Agreement#page7.tif source=Cablecraft Security Agreement#page8.tif	

Execution Version

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 30, 2010, by CABLECRAFT MOTION CONTROLS LLC, a Delaware limited liability company (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CABLECRAFT MOTION CONTROLS LLC

By: 
Name: Aaron Vah Getson
Title: VP & Assistant Secretary

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: _____
Andrew C. Kahlenberg
Managing Director

*Signature Page to Patent & Trademark
Security Agreement*

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CABLECRAFT MOTION CONTROLS LLC

By: _____
Name: _____
Title: _____

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Administrative Agent

By: 
Andrew C. Kahlenberg
Managing Director

*Signature Page to Patent & Trademark
Security Agreement*

TRADEMARK
REEL: 004484 FRAME: 0204

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CABLECRAFT block form	8/26/86	1406489
CABLECRAFT in script	8/26/86	1406490
BRISTOW	7/7/98	2170969
COBRALINKS	9/25/73	0969160
VIBRALINK	5/29/01	2454696

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Argentina	CABLECRAFT (Logo)	11/4/1997	818632518
Argentina	CABLECRAFT	3/27/1996	2119174
Argentina	CABLECRAFT	3/27/1996	2119176
Argentina	CABLECRAFT (diseno anexo)	3/27/1996	2119173
Argentina	CABLECRAFT (diseno anexo)	3/27/1996	2119175
Australia	CABLECRAFT	05/23/1986	445791
Australia	CABLECRAFT	05/23/1986	445792
Benelux	CABLECRAFT	03/19/1986	421226
Brazil	CABLECRAFT (logo)	11/4/1997	818632518
Brazil	CABLECRAFT	11/4/1997	818632526
Canada	CABLECRAFT in conjunction w/machinery	05/27/1988	340850
China	NATIONAL ROD ENDS	11/6/2009	5934312

China	CABLECRAFT (Class 7)	11/6/2009	5934307
China	CABLECRAFT (Class 12)	11/6/2009	5934308
China	BRISTOW CONTROLS	11/6/2009	5934313
Europe	CABLECRAFT	3/21/2005	3367653
France	CABLECRAFT	5/16/1986	1355209
Ireland	CABLECRAFT in conjunction w/machinery	01/22/1986	120271
Italy	CABLECRAFT	3/30/1987	757743
Malaysia	CABLECRAFT in conjunction w/machinery	05/22/1986	86/B02004
Malaysia	CABLECRAFT in conjunction w/machinery	05/22/1986	86/B02003
Mexico	CABLECRAFT	6/27/1994	464751
Mexico	CABLECRAFT	6/27/1994	464752
New Zealand	CABLECRAFT	1/22/1986	165432
New Zealand	CABLECRAFT	1/22/1986	165433
Norway	CABLECRAFT	5/07/1987	128686
South Africa	CABLECRAFT	8/8/1996	94/2997
South Africa	CABLECRAFT	8/8/1996	94/2996
Sweden	CABLECRAFT	7/01/1988	211224
Switzerland	CABLECRAFT	10/27/1986	348395

Trademark Licenses

1. Product Support Subcontract Agreement by and among Latecoere, Latecoere International and Tuthill Controls Group dated July 26, 2006

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

U.S. Patent Registrations

<u>Title</u>	<u>Inventor(s)</u>	<u>Patent No.</u>	<u>Issue Date</u>
Fluid Operated Mechanical Power Amplifier	Eugene W. Arnold	5,279,204	1/18/94
Rotary to Linear Actuator	Steven E. Parker	5,596,903	1/28/97
Ball and Socket Swivel Bearing	Muneer Abusamra	5,775,815	7/7/98
Hinge Pin Connector	Daniel Miller; Alan Sjoboen	6,687,961	2/10/04

Non-U.S. Patent Registrations

<u>Title</u>	<u>Inventor(s)</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
MECHANICAL POWER AMPLIFIER	Eugene W. Arnold	Canada	2,104,368	7/2/93

Patent Applications

U.S. Patent Applications

<u>Title</u>	<u>Inventor(s)</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
High-Temperature Bearing Assemblies and Methods of Making the Same	Kaufman, Christopher, Alan Grabner, David Frederick	12/510013	7/27/09
High-Temperature Rod End Linkage	Kaufman, Christopher, Alan	61/083834	7/25/08

Non-U.S. Patent Applications

<u>Title</u>	<u>Inventor(s)</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
High-Temperature Bearing Assemblies and Methods of Making the Same	Kaufman, Christopher, Alan Grabner, David Frederick	PCT/US2009/051866	7/27/09