

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated June 10, 2011, between Micro-Poise Measurement Systems, LLC ("Grantor"), and Ally Commercial Finance LLC, as Agent.

Trademark	Reg./App. No.	Reg./Filing Date
United States	MP (design)	Reg. No. 3,705,799
United States	Micro-Poise Measurement Systems, LLC	Reg. No. 3,705,797
United States	MP (Design) & Micro-Poise Measurement Systems, LLC	Reg. No. 3,705,798
United States	AKROMARK	Reg. No. 3,931,561

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Micro-Poise Measurement Systems, LLC, a Delaware limited liability company having a mailing address at 1624 Englewood Avenue, Akron, Ohio 44305 ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor and certain of its affiliates are obligated to Ally Commercial Finance LLC (formerly known as GMAC Commercial Finance LLC) ("Ally CF") and various other financial institutions (collectively, "Lenders") and Ally CF as agent for Lenders ("Agent") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Grantor and certain other Loan Parties and (ii) a certain Trademark Collateral Security Agreement, dated April 3, 2007, made by Grantor in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in Grantor's now owned and hereafter acquired trademarks, including, without limitation, the Marks, the goodwill of the business symbolized by such Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to Grantor's Marks, together with the goodwill of the business symbolized by such Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

June 1st, 2011

MICRO-POISE MEASUREMENT
SYSTEMS, LLC, as Grantor

By: 
Name: Paul Barnatt
Its: Secretary

ALLY COMMERCIAL FINANCE LLC, as
Agent

By: _____
Name: Eric Miller
Its: Managing Director

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
June 13, 2011

MICRO-POISE MEASUREMENT
SYSTEMS, LLC, as Grantor

By: _____
Name: Paul Bamatter
Its: Secretary

ALLY COMMERCIAL FINANCE LLC, as
Agent

By:  _____
Name: Eric Miller
Its: Managing Director

STATE OF NY)
)
COUNTY OF NY)

ss:

On the 9th day of June, 2011, before me personally came Paul Bamatter, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Micro-Poise Measurement Systems, LLC, the limited liability company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the sole member of said limited liability company.



Notary Public
My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss:

AIDA KLEIN
Notary Public, State of New York
No. 0162164293 Qualified in Queens County
Certificate Filed in New York County
Commission Expires September 26, 2013

On the ___ day of June, 2011, before me personally came Eric Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of Ally Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument, and that he signed his name thereto by order of the managers of said limited liability company.

Notary Public
My Commission Expires:

STATE OF _____)
)
COUNTY OF _____) ss:

On the _____ day of June, 2011, before me personally came Paul Bamatter, to me known, who being by me duly sworn, did depose and say that he is the Secretary of Micro-Poise Measurement Systems, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the sole member of said limited liability company.

Notary Public
My Commission Expires:

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss:

On the 9th day of June, 2011, before me personally came Eric Miller to me known, who being by me duly sworn, did depose and say he is the Managing Director of Ally Commercial Finance LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers of said limited liability company.

Raymond L. Herbert
Notary Public
My Commission Expires 7/15/14

RAYMOND L. HERBERT
Notary Public, State of New York
No. 02HE4522504
Qualified in Nassau County
Commission Expires July 15, 2014