

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUBORDINATED TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jonathan Manufacturing Corporation		07/13/2011	CORPORATION: DELAWARE
Jonathan Engineered Solutions Corp.		07/13/2011	CORPORATION: DELAWARE
Jonathan Acquisition Company		07/13/2011	CORPORATION: DELAWARE
Jonathan Holding Company		07/13/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Levine Leichtman Capital Partners Deep Value Fund, L.P., as agent
Street Address:	335 North Maple Drive
Internal Address:	Suite 240
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3486256	SOURCEASIA
Registration Number:	2828262	JONATHAN ENGINEERED SOLUTIONS
Registration Number:	2772121	MEETING CUSTOMER NEEDS @ DIGITAL SPEED

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2132
 Email: scott.kareff@srz.com
 Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
 Address Line 1: 919 Third Avenue

900197117

**TRADEMARK
 REEL: 004583 FRAME: 0747**

CH \$90.00 3486256

Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047689.0003
NAME OF SUBMITTER:	Scott Kareff (047689-0003)
Signature:	/kc for sk/
Date:	07/14/2011

Total Attachments: 6

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

This SUBORDINATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this July 13, 2011, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LEVINE LEICHTMAN CAPITAL PARTNERS DEEP VALUE FUND, L.P., as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Note Purchase Agreement, dated as of July 13, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), by and among the Grantors, the Agent and the purchasers from time to time party thereto (the "Purchasers"), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Subordinated Security Agreement, dated as of July 13, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

7. INTERCREDITOR AGREEMENT. THE RIGHTS, REMEDIES, DUTIES, OBLIGATIONS AND LIENS PROVIDED FOR IN THIS TRADEMARK SECURITY AGREEMENT ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN ANY PROVISION IN THIS TRADEMARK SECURITY AGREEMENT AND ANY PROVISION


IN THE INTERCREDITOR AGREEMENT, SUCH PROVISION IN THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

JONATHAN MANUFACTURING CORPORATION,
a Delaware corporation

By: 
Name: Mark Condrón
Title: Chief Financial Officer

JONATHAN ENGINEERED SOLUTIONS CORP.,
a Delaware corporation

By: 
Name: Mark Condrón
Title: Chief Financial Officer

JONATHAN ACQUISITION COMPANY,
a Delaware corporation

By: 
Name: Mark Condrón
Title: Chief Financial Officer

JONATHAN HOLDING COMPANY,
a Delaware corporation

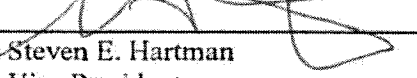
By: 
Name: Mark Condrón
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL PARTNERS
DEEP VALUE FUND, L.P., a Delaware limited partnership



By: LLCP Deep Value GP, LLC, its general partner

By: Levine Leichtman Capital Partners, Inc., its managing member

By: 
Name: Steven E. Hartman
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
SOURCEASIA	U.S. Federal	78/671436 7/15/2005	3486256 8/12/2008	Jonathan Manufacturing Corporation
JONATHAN ENGINEERED SOLUTIONS	U.S. Federal	76/235812 4/5/2001	2828262 3/30/2004	Jonathan Manufacturing Corporation
MEETING CUSTOMER NEEDS @ DIGITAL SPEED	U.S. Federal	76/156817 10/31/2000	2772121 10/7/2003	Jonathan Manufacturing Corporation
JONATHAN ENGINEERED SOLUTIONS & Design 	China	6504965 1/11/2008	6504965 7/7/2010	Jonathan Manufacturing Corporation
JONATHAN ENGINEERED SOLUTIONS & Design 	China	6504964 1/11/2008	6504964 10/21/2010	Jonathan Manufacturing Corporation

Exclusive Trademark Licenses

None.