

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
Arboc Specialty Vehicles LLC		08/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Arboc Technologies LLC		
Street Address:	3504 Car Drive		
City:	Commerce Township		
State/Country:	MICHIGAN		
Postal Code:	48382		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85319261	SPIRIT OF FREEDOM	
Serial Number:	85390375	SPIRIT OF INDEPENDENCE	
Serial Number:	85319284	SPIRIT OF LIBERTY	
Registration Number:	3665198	SPIRIT OF MOBILITY	
Registration Number:	3918633	RANDOM ACCESS	
CORRESPONDENCE DATA			
Fax Number:	(248)292-2910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-292-2920		
Email:	tmail@patentco.com		
Correspondent Name:	Eric Kurtycz		
Address Line 1:	29 W. Lawrence Street, Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
NAME OF SUBMITTER:	Eric Kurtycz		

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**TRADEMARK
 REEL: 004620 FRAME: 0204**

Signature:	/Eric Kurtycz/
Date:	09/09/2011
Total Attachments: 11 source=ARBOC_ IP Security Agreement (final executed) (4)#page1.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page2.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page3.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page4.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page5.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page6.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page7.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page8.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page9.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page10.tif source=ARBOC_ IP Security Agreement (final executed) (4)#page11.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "**Agreement**") dated as of August 2nd, 2011, is by and between **ARBOC SPECIALTY VEHICLES, LLC**, a Delaware limited liability company ("**Debtor**"), and **ARBOC TECHNOLOGIES, LLC**, a Michigan limited liability company ("**Secured Party**"). All capitalized terms used in this Agreement, which are not otherwise defined, shall have the meanings ascribed in the Contribution Agreement (defined below).

RECITAL OF PURPOSE

Debtor has agreed to pay Secured Party certain amounts (the "**Obligations**") that are described in the August 2nd, 2011 Contribution Agreement between All American Group, Inc., All American Group Holdings, LLC, ARBOC Group, LLC, Secured Party, Debtor, and certain other parties named in that agreement (the "**Contribution Agreement**").

The Secured Party has required, as a condition to the Closing of the Contribution Agreement, that Debtor provide the security interests provided in this Agreement.

Accordingly, Debtor and Secured Party agree as follows:

I. SECURITY INTEREST

Debtor grants to Secured Party a first priority security interest in Debtor's right, title and interest in and to certain intellectual property of Debtor listed on the attached Exhibit A (the "**Collateral**").

II. OBLIGATIONS SECURED

The security interests granted to Secured Party secure the Obligations.

III. FILING OF FINANCING STATEMENTS AND OTHER FILINGS

Debtor authorizes Secured Party to prepare and file one or more UCC financing statements covering the Collateral as Secured Party deems necessary to perfect the liens and security interests on the Collateral and, in addition, to file or record such continuation statements and amendments as Secured Party deems necessary, at any time, to maintain its perfected lien position in the Collateral or any portion thereof. This Agreement, and the security interests granted hereby, shall continue until all Obligations are paid in full. Secured Party may also make filings in the United States Patent & Trademark Office, or any other office or authority, both domestic and foreign, as it finds necessary to perfect Secured Party's security interest in the Collateral and provide the necessary or desirable notice to third parties.

IV. USE AND DISPOSITION OF COLLATERAL

Debtor is the lawful owner of the Collateral and Debtor may use the Collateral in any lawful manner consistent with this Agreement and the Contribution Agreement. Debtor shall not sell, encumber, or in any manner dispose or license to third parties any portion of the Collateral, unless consented to by Secured Party in writing (which will not be unreasonably withheld or

delayed) unless the transferee becomes a party hereto.

Debtor grants to Secured Party an irrevocable license, to enter upon any premises where any record of tangible or intangible items of Collateral may be maintained, for purposes of inspecting any records relating to the Collateral (including the copying of any such records). Debtor collaterally assigns to Secured Party all right, title and interest of Debtor in and to any licenses between Debtor and various persons having in their possession any or all of the Collateral and any books or records relating to the Collateral, and such persons may rely upon this Agreement or a copy of it as the authority of Secured Party for entry upon the premises to the same extent and for the same purpose as Debtor may enter those premises. For purposes of this paragraph, books and records relating to the Collateral shall consist of the records (electronic or otherwise) relating to the ownership of the intellectual property and all correspondence relating to the title of the intellectual property.

V. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Debtor represents, warrants and covenants as follows:

1. Subject to any limitations stated in writing, all information furnished by Debtor to Secured Party concerning the Collateral is, or will be at the time the information is furnished, accurate and complete in all material respects.

2. The office where Debtor keeps its records concerning the Collateral is located at 51165 Greenfield Parkway, Middlebury, Indiana. Debtor will not remove any of those records from that office without the written consent of Secured Party, which consent shall not be unreasonably withheld.

3. The Collateral may be used for any legitimate purpose of Debtor.

4. Debtor has full power and authority to execute and deliver this Agreement and to grant these security interests in the Collateral.

5. Subject to Secured Party's representations in the Contribution Agreement, Debtor has good and marketable title to the Collateral, free and clear of all liens, security interests or encumbrances other than the subordinated security interest granted by Debtor to All American Group, Inc. pursuant to that certain August 2nd, 2011 Guaranty and Security Agreement between Debtor and All American Group, Inc.

VI. TAXES, ASSESSMENTS AND GOVERNMENTAL CHARGES

Debtor shall pay as and when due any and all taxes, charges and fees arising in relation to or stemming from the creation, perfection, preservation and continuation of any security interests in the Collateral, except those that are being contested in good faith by appropriate proceedings and for which Debtor has set aside adequate reserves.

VII. INDEMNIFICATION

In the event any governmental body, instrumentality, entity, or agency determines at any

time that any tax, charge, fee and/or penalty is due and owing with regard to the creation, perfection, preservation, or continuity of the security interest intended to be created hereunder or assesses such amounts against Secured Party or Debtor, Secured Party may pay such tax, fee, charge and/or penalty on behalf of Debtor or require Debtor to pay such tax, fee, charge and/or penalty in full on demand. In the event Secured Party pays such tax, fee, charge and/or penalty on behalf of Debtor, Debtor agrees to indemnify and reimburse Secured Party in full for any amounts and any costs, fees, or charges paid by Secured Party, including, without limitation any and all reasonable attorney fees or other legal costs. Any taxes, fees, charges and/or penalties paid by Secured Party for or in respect of the Collateral shall be deemed an advance secured by the Collateral until paid in full and shall be afforded the same protection as advances made under any Obligation secured by this Agreement.

VIII. PRESERVATION AND PROTECTION OF COLLATERAL

Until Debtor's Obligations have been paid in full and all of Debtor's duties to Secured Party have been terminated, Debtor shall have the duty (i) to file and prosecute diligently any trademark and patent applications pending as of the date hereof or hereafter, (ii) to preserve and maintain all rights in the trademarks and patents constituting the Intellectual Property, as commercially reasonable, and (iii) to ensure that the trademarks and patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Debtor's Obligations under this Agreement shall be borne by Debtor.

Debtor shall do, make, execute and deliver all additional and further acts, things, deeds, assurances, financing statements and instruments as Secured Party may require for the purpose of more completely vesting in and assuring to Second Party its rights under this Agreement and in or to the Collateral. Further, Debtor shall have the continuing and affirmative obligation to ensure that Secured Party's security interest in the Collateral is perfected and that Secured Party's perfected security interest maintains first lien priority on the Collateral.

IX. NO OTHER SECURITY INTEREST OR FINANCING STATEMENTS

Except with the prior written consent of Secured Party, Debtor will not permit or allow to exist any other security interest in or lien upon the Collateral or permit any financing statement covering the Collateral to be on file in any public office other than with respect to the subordinated security interest granted by Debtor to All American Group, Inc. pursuant to that certain August ___, 2011 Guaranty and Security Agreement between Debtor and All American Group, Inc. Debtor will defend the Collateral against all claims and demands of all persons at any time making a claim against the Collateral or any interest in it. Secured Party, however, may contest any claims made against Debtor in the name of Debtor when the security might by an adverse decision be impaired, and Secured Party may charge to Debtor its reasonable expenses in defending any such claims.

X. REPORTS, EXAMINATIONS AND INSPECTIONS

Upon request by Secured Party, Debtor shall periodically furnish to Secured Party information relating to Debtor's title to the Collateral and Secured Party's lien thereon, at such times and in the form and substance as may be reasonably requested, together with pledges or

assignments in form satisfactory to Secured Party.

Secured Party shall be entitled, during normal business hours upon reasonable notice to Debtor, by or through any of Secured Party's officers, agents, attorneys, or accountants, to examine, inspect and make copies or extracts from Debtor's books and other records concerning the Collateral and Debtor's use and title to it.

XI. COSTS AND EXPENSES PAID BY SECURED PARTY

At its option, Secured Party may pay for any taxes, assessments or other charges, which Debtor fails to pay in accordance with the provisions of this Agreement and of the Contribution Agreement. Any payment so made or expense so incurred by Secured Party shall be added to the Obligations of Debtor to Secured Party, shall be payable on demand, and shall be secured by this Agreement.

XII. EVENTS OF DEFAULT

Debtor shall be in default under this Agreement upon the occurrence of any one or more of the following events ("**Events of Default**"):

1. There shall occur any default by Debtor in any of the payment obligations under Section 2.3 of the Contribution Agreement which is not cured within twenty (20) days after written notice of the default is given by Secured Party to Debtor;
2. There shall occur any other default by Debtor under Section 2.3 of the Contribution Agreement which is not cured within thirty (30) days after written notice of the default is given by Secured Party to Debtor;
3. If there shall be any default by Debtor in the observance or performance of any other covenants, terms, or conditions set forth in this Agreement and the default is not cured within thirty (30) days after written notice of default is given by Secured Party to Debtor;
4. If there shall be any encumbrance, infringement of any material portion of the Collateral or the intellectual property protections provided by the Collateral, and such encumbrance or infringement is not addressed in a commercially reasonable manner within sixty (60) days or such additional time which Secured Party determines may be reasonably necessary;
6. Debtor becomes insolvent or bankrupt, is generally not paying its debts as they become due, or makes an assignment for the benefit of creditors, or Debtor files for protection under the Federal bankruptcy laws;
7. A custodian, trustee or receiver is appointed for Debtor or its property (wherever located) and is not discharged within sixty (60) days after the appointment;
8. A bankruptcy, reorganization, arrangement of creditors or insolvency proceeding, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, is initiated by any third party against Debtor and not dismissed within sixty (60) days

after commencement of the proceeding;

9. If Debtor fails to comply with any reasonable request, pursuant to Article VIII of this Agreement, to perfect or continue the perfection of Secured Party's security interest in the Collateral after 20 days prior written notice; or

XIII. REMEDIES

Upon the occurrence and continuance of any of the Events of Default, Secured Party may take any one or more of the following actions:

1. Subject solely to the limitations cited in this Agreement that all of Secured Party's remedies shall be governed by paragraph 2 below, exercise any and all rights and judicial remedies accorded to it under this Agreement, at law or in equity, including but not limited to those provided by the Indiana Uniform Commercial Code (as in effect from time to time) with respect to the Collateral.

2. Secured Party agrees that all of its rights under the Agreement, at law or in equity, will be exercised solely through and by commencing a civil action in a state court of general jurisdiction located in St. Joseph or Elkhart counties of Indiana or in a federal court located in the Northern District of Indiana seeking to enforce such rights, with notice of the action provided pursuant to Section XIV of the Agreement as well as the applicable state or federal rules of civil procedure. Secured Party agrees that it shall not exercise any non-judicial remedies that it may otherwise have at law or equity. In addition, Secured Party and Debtor agree that in the event of a judgment in which a court of competent jurisdiction determines that Secured Party is owed amounts by Debtor, the parties agree that the Debtor shall have five days after the date of such judgment to pay such amounts prior to the Secured Party foreclosing on the Collateral, and such payment in full shall satisfy Secured Party's claims as to the matters which were disputed. Upon the satisfaction of the court's judgment or order by Debtor, Secured Party will dismiss the action with prejudice only as to all past or existing defaults, and without prejudice as to any future defaults under this Agreement and the Contribution Agreement, both of which shall survive any action and the judgment of the court.

3. After an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to undertake any and all actions necessary or prudent to preserve and protect the Collateral, including but not limited to, bringing suit in its own name to enforce rights in the Intellectual Property constituting the Collateral and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this provision.

4. On the occurrence of an Event of Default, the prevailing party shall pay all costs and expenses of the other party, including reasonable attorney's fees, as to any disputed payment obligation between the parties and the enforcement of Secured Party's rights under this Agreement. Prejudgment and post-judgment interest will be allowed to the fullest extent permissible under the law and will be considered part of the damages recoverable for any default

under this Agreement.

5. No forbearance, failure, delay or waiver by Secured Party in the exercise of any right or remedy shall constitute a waiver of them, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise of them or the exercise of any other right or remedy resulting from an Event of Default on a future occasion. No waiver, change, modification, or discharge of any of Secured Party's rights or Debtor's duties as so specified or allowed will be effective unless contained in a written instrument signed by Secured Party. Every right, power, and judicial remedy of Secured Party shall continue in full force and effect until such right, power, or remedy is specifically waived by an instrument in writing executed by Secured Party.

6. This Agreement, and any action commenced under this Agreement pursuant to paragraph 2 above, does not affect the rights, remedies, or enforceability of the Contribution Agreement, which remains in full force and effect despite any breach or default by the Debtor under this Agreement. Secured Party and Debtor acknowledge that the Contribution Agreement is governed by its own terms and its enforceability is unaffected by this Agreement or any action pursuant to this Agreement. To the extent the terms of this Agreement are inconsistent with or contradict the Contribution Agreement, the terms of the Contribution Agreement shall control.

XIV. MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement may be amended, or compliance with this agreement waived, at any time by the written agreement of Secured Party and Debtor.

2. Any notice(s) furnished under this Agreement shall be deemed conclusively to have been received and be effective on the day on which the notice was delivered to a party at the address set forth below (or at such other address as any party shall specify to the other parties in writing), or if sent by certified mail, return receipt requested, on the day of delivery or refusal of delivery as evidenced by the return receipt, if addressed to the party at listed address:

- (a) If to Secured Party:
ARBOC Technologies, LLC
11333 County Road 2
Middlebury, Indiana 46540
Attention: James Bartel
Facsimile: (547) 825-1750

with a copy to:

Baker & Daniels LLP
202 South Michigan Street, Suite 1400
South Bend, Indiana 46601
Attention: James R. Brotherson, Esq.
Facsimile: (574) 239-1900

(b) If to Debtor:
ARBOC Specialty Vehicles, LLC
c/o H.I.G. Capital LLC
1450 Brickell Avenue, 31st Floor
Miami, Florida 33133
Attention: Matthew Sanford
Fabian de Armas
Facsimile: (305) 379-3655

with a copy to:

White & Case LLP
Wachovia Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352
Attention: Jorge L. Freeland, Esq.
Facsimile: (305) 358-5744/5766

3. All rights of Secured Party and all of the rights, remedies and duties of Secured Party and Debtor shall be governed by the laws of Indiana.

[Signature Page Follows]

SIGNATURE PAGE OF SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DEBTOR:

ARBOC SPECIALTY VEHICLES, LLC,
a Delaware limited liability company

By: 

Fabian de Armas, Manager

SECURED PARTY:

ARBOC TECHNOLOGIES, LLC

By: _____
Name: James Bartel
Title: President

SIGNATURE PAGE OF SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DEBTOR:

ARBOC SPECIALTY VEHICLES, LLC,
a Delaware limited liability company

By: _____

SECURED PARTY:

ARBOC TECHNOLOGIES, LLC

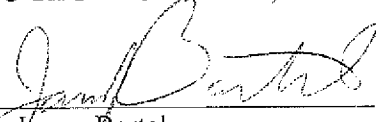
By: 
Name: James Bartel
Title: President

EXHIBIT A – COLLATERAL DESCRIPTION

All of Debtor's right, title and interest in and to all patents and applications including any and all related patents and applications in foreign countries, which may issue therefor and any continuation, division, reissue, renewal, or revival applications or patents, trademarks, know-how, designs, and all other intellectual property of every kind or nature, and further including all goodwill associated with the following items:

PATENT FILINGS	NATION	STATUS	NUMBER/ SERIAL NO.	NEXT ACTION ITEMS
MASS TRANSIT VEHICLE (DT 1408-001)	USA	Issued United States Patent On 09/28/2010	U.S. Patent No. 7,802,801	First U.S. Patent Maintenance Fee Due On 03/28/14
MASS TRANSIT VEHICLE (DT 1408-001C1)	USA	Pending & Published United States Patent Application Filed On 09/27/10	U.S. Patent Publication 2011/0068566Pu blished On 03/24/11	Awaiting Examination. No Upcoming Deadlines
MASS TRANSIT VEHICLE	Australia	Pending Australian Application Filed On 10/01/08	Serial No. 2008- 308790	No Upcoming Deadlines
MASS TRANSIT VEHICLE	Canada	Pending Canadian Application Filed On 10/01/08	Serial No. 2,701,127	No Upcoming Deadlines
MASS TRANSIT VEHICLE	Mexico	Pending Mexican Application Filed On 10/01/08	Serial No. 2010- 003268	No Upcoming Deadlines
TRADEMARK FILINGS	NATION	STATUS	NUMBER/ SERIAL NO.	NEXT ACTION ITEMS
SPIRIT OF FREEDOM	USA	Pending, Filed On 05/12/11	85/319,261	No Upcoming Deadlines
SPIRIT OF INDEPENDENCE	USA	Pending, Filed On 08/05/11	85/390,375	No Upcoming Deadlines
		Pending, Filed On	85/319,284	No Upcoming Deadlines

SPIRIT OF LIBERTY	USA	08/05/11		
SPIRIT OF MOBILITY	USA	Registration Issued On 08/04/09	3,665,198	Section 8 & 15 Filing Due Between 08/04/14 & 08/04/15
RANDOM ACCESS	USA	Registration Issued On 02/15/11	3,918,633	No Upcoming Deadlines

(collectively, **“Intellectual Property”**); and

Any and all products and proceeds of any of the Intellectual Property (including, but not limited to, any claims to any items referred to in this definition and any claims against third parties for loss of, damage to, or destruction of any or all of the Intellectual Property) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds (collectively, with the Intellectual Property, the **“Collateral”**).

All terms used herein which are defined in the Uniform Commercial Code of the State of Indiana, as amended from time to time (the **“UCC”**), shall have the meaning assigned to them in the UCC.