

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
Machine Solutions, Inc.		11/21/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	70 West Madison Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3601705	MSI ADVANTAGE	
Registration Number:	3501131	MSI HOT BOX	
CORRESPONDENCE DATA			
Fax Number:	(314)612-7874		
Phone:	314-444-7600		
Email:	tbranson@lewisrice.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Terri Branson		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	109665.54668		
NAME OF SUBMITTER:	Terri Branson		
Signature:	/Terri Branson/		

TRADEMARK

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Date:

11/22/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of November 21, 2011, and is by Machine Solutions, Inc., an Arizona corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

RECITALS

A. Grantor and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations::

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, 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, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, 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 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from

Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

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

Machine Solutions, Inc., an Arizona corporation

By: 
Print Name: Ryan L. Gable
Title: Chairman of the Board

Acknowledged:

The PrivateBank and Trust Company

By: _____
Print Name: Tom Shaner
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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

Machine Solutions, Inc., an Arizona corporation

By: _____

Print Name: Ryan L. Gable

Title: Chairman of the Board

Acknowledged:

The PrivateBank and Trust Company

By: 

Print Name: Tom Shaner

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

Mark	Registration#	Date	Country
MSI ADVANTAGE	3,601,705	4/7/2009	USA
MSI HOT BOX	3,501,131	9/16/2008	USA

Pending Trademark Applications

Mark	Application #	Date	Country
MSI Class 7	5641145	9/30/2006	China
MSI Class 9	5641195	9/30/2006	China
MSI Logo Vitruvian Man Class 9	5641144	9/30/2006	China
MSI Logo Watermark Class 9	5641196	9/30/2006	China
MSI Logo Watermark Class 9	5641146	9/30/2006	China
MSI Logo Vitruvian Man Class 7	5641194	9/30/2006	China (abandoned)

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