

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Turbonetics Holdings, Inc.		12/06/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Bank, successor by assignment to First Bank Business Capital, Inc.		
<b>Street Address:</b>	11901 Olive Boulevard		
<b>City:</b>	Saint Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63141		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3833669	GT-K	
<b>Registration Number:</b>	3833668	RG-45	
<b>Registration Number:</b>	3749308	SPEARCO	
<b>Registration Number:</b>	3891860	NEWGEN	
<b>Registration Number:</b>	3563070	TORQUE MASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7865		
<b>Phone:</b>	312-201-3865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn, 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

**OP \$140.00 3833669**

ATTORNEY DOCKET NUMBER:	5178.018
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/08/2011
Total Attachments: 5 source=Amendment to Trademark Security Agreement#page1.tif source=Amendment to Trademark Security Agreement#page2.tif source=Amendment to Trademark Security Agreement#page3.tif source=Amendment to Trademark Security Agreement#page4.tif source=Amendment to Trademark Security Agreement#page5.tif	

## FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of December 6, 2011 (this "Amendment"), to that certain Trademark Security Agreement dated as of January 8, 2007 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement") made by TURBONETICS HOLDINGS, INC., a Delaware corporation ("Grantor") in favor of FIRST BANK, successor by assignment to FIRST BANK BUSINESS CAPITAL, INC., a Missouri corporation ("Grantee").

### W I T N E S S E T H:

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated Credit and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended and restated in its entirety as set forth on Schedule A hereto.

2. Ratification. Except as expressly modified hereby, the Trademark Security Agreement is hereby ratified and confirmed by the parties hereto and remains in full force and effect in accordance with the terms thereof.

3. Miscellaneous.

(a) Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.


(b) Governing Law; Severability. This Amendment shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. The provisions of this Amendment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Amendment in any jurisdiction

(c) Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so

executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

TURBONETICS HOLDINGS, INC.

By  \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted as of  
the Date First Written Above

FIRST BANK, successor by assignment to  
First Bank Business Capital, Inc.

By \_\_\_\_\_  
Title \_\_\_\_\_

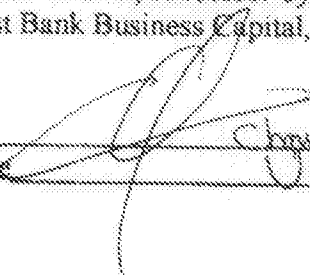
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

TURBONETICS HOLDINGS, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted as of  
the Date First Written Above

FIRST BANK, successor by assignment to  
First Bank Business Capital, Inc.

By  \_\_\_\_\_  
Title Vice President

**SCHEDULE A**

MARK	SERIAL NO.	REGISTRATION NO.	DATE	OWNER
NEWGEN	78301144	2886625	09/16/03	Turbonetics Holdings, Inc.
GT-K	77775276	3833669	08/17/10	Turbonetics Holdings, Inc.
RG-45	77775272	3833668	08/17/10	Turbonetics Holdings, Inc.
SPEARCO	77775268	3749308	02/06/10	Turbonetics Holdings, Inc.
NEWGEN	77775259	3891860	12/21/10	Turbonetics Holdings, Inc.
TORQUE MASTER	77202384	3563070	01/20/09	Turbonetics Holdings, Inc.
TURBONETICS	75371802	2217183	01/12/99	Turbonetics Holdings, Inc.
DELTAGATE	73306285	1197120	06/08/82	Turbonetics Holdings, Inc.
TURBONETICS	78469643	3001847	09/27/05	Turbonetics Holdings, Inc.
TURBONETICS	78469522	3001844	09/27/05	Turbonetics Holdings, Inc.