

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
Channel Technologies Group, LLC		12/29/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gladstone Investment Corporation		
Street Address:	1521 Westbranch Drive		
Internal Address:	Suite 200		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1084584	SONATECH	
CORRESPONDENCE DATA			
Fax Number:	(202)420-2201		
Email:	parsonse@dicksteinshapiro.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:	Dickstein Shapiro LLP		
Address Line 1:	1825 Eye Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	G0055.0009		
NAME OF SUBMITTER:	Elizabeth Parsons		
Signature:	/EP/		

OP \$40.00 1084584

Date:

01/04/2012

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

December 29, 2011

WHEREAS, CHANNEL TECHNOLOGIES GROUP, LLC, a California limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, BW PIEZO HOLDINGS, LLC, a Delaware limited liability company (the “Company”), has entered into the Note Purchase Agreement dated as of December 29, 2011 (said Note Purchase Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with Gladstone Investment Corporation, a Delaware corporation (collectively, together with its successors and assigns, the “Secured Party”), and the other Subsidiaries of the Company from time to time party thereto, pursuant to which Secured Party has agreed to make an investment in the Company, subject to the terms and conditions set forth in the Note Purchase Agreement; and

WHEREAS, Grantor has executed and delivered (individually or jointly and severally with certain other persons) that certain Acknowledgement and Joinder dated as of December 29, 2011 (the “Joinder”), and certain other instruments and agreements, pursuant to which Grantor has joined in and become a party to the Note Purchase Agreement and the other Investment Documents; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of December 29, 2011 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Company, the Secured Party and the Additional Grantors from time to time party thereto, Grantor has created in favor of the Secured Party a security interest in, and the Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Secured Party pursuant to the Security Agreement, Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (unless constituting Excluded Collateral), in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

- (i) all rights, title and interests (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto)

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(collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" shall have the meaning assigned to the term "Proceeds" in the UCC.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral 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.

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[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CHANNEL TECHNOLOGIES GROUP, LLC,
a California limited liability company

By: 
Name: Kevin Ruelas
Title: President

[Signature Page to Grant of Trademark Security Interest]

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number	Description
Channel Technologies Group, LLC	1084584	"Sonatech" word and drawing

Applications:

None

Licenses:

None