

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Precision Manufacturing, LLC | | 02/10/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CapitalSouth Partners SBIC Fund III, L.P. | | |
| Street Address: | 4201 Congress Street, Suite 360 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28209 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1735843 | THERMOGENETIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)353-3698 | | |
| Phone: | 7043315792 | | |
| Email: | donna.millard@klgates.com, chdoCKET@klgates.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: | Karl S. Sawyer, Jr. | | |
| Address Line 1: | Post Office Box 33144 | | |
| Address Line 2: | K & L Gates LLP | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28233 | | |
| ATTORNEY DOCKET NUMBER: | 2829226.00024CAPITALSOUTH | | |
| NAME OF SUBMITTER: | Karl S. Sawyer, Jr. | | |
| Signature: | / Karl S. Sawyer, Jr. / | | |

OP \$40.00 1735843

Date:

02/13/2012

Total Attachments: 4

source=PrecisionMfgCapitalSouthTMSecAgmt#page1.tif

source=PrecisionMfgCapitalSouthTMSecAgmt#page2.tif

source=PrecisionMfgCapitalSouthTMSecAgmt#page3.tif

source=PrecisionMfgCapitalSouthTMSecAgmt#page4.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 10, 2012 by and between **PRECISION MANUFACTURING, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 75 14th Street, Suite 2700, Atlanta, Georgia 30309, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership, as collateral agent (in such capacity, the "Collateral Agent"), with offices at 4201 Congress Street, Suite 360, Charlotte, North Carolina 28209, for the ratable benefit of the Holders (as defined in the Purchase Agreement described below).

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and among the Grantor, PMRE, Precision Boilers, DISC, the Parent and the Holders party thereto and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor, PMRE, Precision Boilers, DISC, the Parent in favor of the Collateral Agent, for the ratable benefit of the Holders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Holders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect damages for such infringement;

(iii) all licenses or rights granted under any Trademark, including, without limitation, any Trademark listed on Schedule A and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Notwithstanding any provision of this Agreement to the contrary, the rights of the Collateral Agent under this Agreement are subject in all respects to the provisions set forth in the Senior Lender Subordination Agreement and the rights of the Senior Lender set forth therein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRECISION MANUFACTURING, LLC, as Grantor

By: [Signature]
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

I, Lauren Davi, a Notary Public for said County and State, do hereby certify that Chad Kiedel personally appeared before me this day and stated that he is Chairman of Precision Manufacturing, LLC and acknowledged, on behalf of Precision Manufacturing, LLC, the due execution of the foregoing instrument.

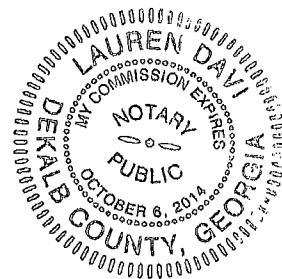
Witness my hand and official seal, this 9th day of February 2012.

[Signature]
Notary Public

My commission expires:

October 6, 2014

[Signature Pages Continue]



Agreed and Accepted as of the date first above written.

CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
as Collateral Agent

By: CAPITALSOUTH PARTNERS SBIC F-III, LLC
Its: General Partner

By: _____

Name: Joseph B. Alala III
Title: President and CEO

A handwritten signature in black ink, appearing to read "Joe Alala III", written over a horizontal line. The signature is stylized and includes a flourish at the end.

Schedule A to Trademark Security Agreement

| <u>Jurisdiction</u> | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------|---------------|----------------------------|--------------------------|
| USA | THERMOGENETIC | 1,735,843 | November 24, 1992 |