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
Blue Wave Products, Inc.		10/12/2012	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Babson Capital Corporate Investors
Street Address:	1500 Main Street - Suite 2200
Internal Address:	Attn: Securities Investment Division
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Business Trust: MASSACHUSETTS

Name:	Babson Capital Participation Investors
Street Address:	1500 Main Street - Suite 2200
Internal Address:	Attn: Securities Investment Division
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	Business Trust: MASSACHUSETTS

Name:	Tower Square Capital Partners III, L.P.
Street Address:	1500 Main Street - Suite 2200
Internal Address:	Attn: Securities Investment Division
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Tower Square Capital Partners III-A, L.P.
Street Address:	1500 Main Street - Suite 2200

OP $115.00 1714859

Internal Address:	Attn: Securities Investment Division
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Tower Square Capital Partners III-B, L.P.
Street Address:	1500 Main Street - Suite 2200
Internal Address:	Attn: Securities Investment Division
City:	Springfield
State/Country:	MASSACHUSETTS
Postal Code:	01115-5189
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1714859	BLUE WAVE
Registration Number:	1817639	ERADICATOR 60
Registration Number:	1813283	SHIMMER
Registration Number:	1816552	SUPER SHIMMER

CORRESPONDENCE DATA

Fax Number: 6172484000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: tmadmin@choate.com
Correspondent Name: Daniel L. Scales
Address Line 1: Two International Place
Address Line 2: Choate Hall & Stewart LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2003759-0129
NAME OF SUBMITTER:	Daniel L. Scales
Signature:	/daniel l. scales/
Date:	10/12/2012

Total Attachments: 6
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

October 12, 2012

WHEREAS, BLUE WAVE PRODUCTS, INC., a Georgia corporation having its principal place of business and chief executive office at 1745 Wallace Avenue, St. Charles, Kane County, Illinois 60174 ("Debtor"), owns the trademark registrations and applications for trademark registration (the "Trademarks") and the issued patents and patent applications (the "Patents") listed on Exhibit A attached hereto;

WHEREAS, the Debtor, Babson Capital Corporate Investors, Babson Capital Participation Investors, Tower Square Capital Partners III, L.P., Tower Square Capital Partners III-A, L.P., and Tower Square Capital Partners III-B, L.P. (Babson Capital Corporate Investors, Babson Capital Participation Investors, Tower Square Capital Partners III, L.P., Tower Square Capital Partners III-A, L.P., and Tower Square Capital Partners III-B, L.P. collectively referred to herein as the "Secured Parties") entered into a certain Security and Pledge Agreement dated October 12, 2012 (the "Security and Pledge Agreement");

WHEREAS, pursuant to the Security and Pledge Agreement the Debtor has granted the Secured Parties a continuing security interest in and to all of Debtor's right, title and interest in and to the Collateral (as that term is defined in the Security and Pledge Agreement), including, without limitation, all of the Debtor's right, title and interest in and to the Trademarks and the Patents; and

WHEREAS, the Debtor and the Secured Parties desire to record such security interest in the Trademarks and the Patents in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby affirm the grant to the Secured Parties of a continuing security interest in and to all of Debtor's right, title and interest in, to and under the following:

1. The Trademarks, and all renewals and extensions thereof, and all goodwill therein;

2. The Patents, and all issuances, divisions, continuations, continuations-in-part, re-examinations and reissues thereof; and

3. All income, royalties, damages and payments now or hereafter due and/or payable with respect to the Trademarks and/or the Patents, including, without limitation, damages and payments for past or future infringement thereof, and all rights (but no obligation) to sue for past, present or future infringements of the Trademarks and/or the Patents, and all rights corresponding to the Trademarks and the Patents throughout the world.

TRADEMARK
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The foregoing security interest is granted in conjunction with the security interests granted pursuant to the Security and Pledge Agreement. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks and the Patents are more fully set forth in the Security and Pledge Agreement. In the event of a conflict between the terms of the Security and Pledge Agreement and this Notice of Grant of Security Interest in Trademarks and Patents, the terms of the Security and Pledge Agreement shall control.

This Notice of Grant of Security Interest in Trademarks and Patents shall be construed in accordance with and governed by the domestic substantive laws of The Commonwealth of Massachusetts, without giving effect to any choice of law or conflicts of law provisions thereof.

This Notice of Grant of Security Interest in Trademarks and Patents may be executed by the Debtor and the Secured Parties in counterparts with the same effect as if such parties had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Debtor has executed this Notice of Grant of Security Interest in Trademarks and Patents as a sealed instrument as of the date first above written.

BLUE WAVE PRODUCTS, INC.,
a Georgia corporation

By:_____
Jerry D. Wethington, President

[Signature Page to Blue Wave Notice of Grant of Security Interest in Trademarks and Patents]

Acknowledged:

TOWER SQUARE CAPITAL PARTNERS III, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By: Christina Emery
Christina Emery (Title)
Managing Director

TOWER SQUARE CAPITAL PARTNERS III-A, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By: Christina Emery
Christina Emery (Title)
Managing Director

TOWER SQUARE CAPITAL PARTNERS III-B, L.P.

By: Babson Capital Management LLC,
as Investment Manager

By: Christina Emery
(Title)
Christina Emery
Managing Director

[Signature Page to Blue Wave Notice of Grant of Security Interest in Trademarks and Patents]

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BABSON CAPITAL CORPORATE INVESTORS

By: Christina Emery
Christina Emery (Title)
Investment Officer

The foregoing is executed on behalf of Babson Capital Corporate Investors, organized under a Declaration of Trust, dated September 13, 1985, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

BABSON CAPITAL PARTICIPATION INVESTORS

By: Christina Emery
Christina Emery (Title)
Investment Officer

The foregoing is executed on behalf of Babson Capital Participation Investors, organized under a Declaration of Trust, dated April 7, 1988, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but the Trust's property only shall be bound.

EXHIBIT A

Trademarks

Title:	Application / Registration No.:	Issue Date:	Country:
(1) BLUE WAVE	1714859	9/15/1992	U.S.A.
(2) ERADICATOR 60	1817639	1/25/1994	U.S.A.
(3) SHIMMER	1813283	12/28/1993	U.S.A.
(4) SUPER SHIMMER	1816552	1/18/1994	U.S.A.

Patents

None.