

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Santech Industries, LLC		01/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC Bank, National Association, as Administrative Agent
<b>Street Address:</b>	4720 Piedmont Row Drive, Suite 300
<b>Internal Address:</b>	One Piedmont Town Center
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28210
<b>Entity Type:</b>	national banking association: UNITED STATES

<b>PROPERTY NUMBERS Total: 7</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2576818	MASTER TECHNICIAN SERIES
Registration Number:	2574679	MASTER TECHNICIAN SERIES
Registration Number:	2657743	MASTER TECHNICIAN
Registration Number:	2606111	MASTER TECHNICIAN SERIES
Registration Number:	2497657	MASTERCHEM
Registration Number:	2497656	MASTERCHEM
Registration Number:	2325170	SANTECH

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)416-8363
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	9192868041
<b>Email:</b>	pto_tmconfirmation@mvalaw.com

OP \$190.00 2576818

Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	031558.205
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	12/06/2012

Total Attachments: 4  
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Gentlemen:

Please be advised that pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of January 9, 2012 among the undersigned (the "Grantor"), the other Borrowers, the Lenders (All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the Credit Agreement, as defined herein.), UPS Capital Corporation as a Lender and Imported Inventory Manager, and the Administrative Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Domestic Credit Agreement**") and (ii) that certain Export-Import Loan and Security Agreement dated as of January 9, 2012 among the Grantor, the other Borrowers, the Lenders and the Administrative Agent (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Export-Import Loan Agreement**" – hereinafter the Credit Agreement and the Export-Import Loan Agreement may be referred to collectively as the "**Credit Agreement**") the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Obligations (as defined in the Credit Agreement):

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
	See <u>Schedule 1</u> attached hereto	

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
	See <u>Schedule 1</u> attached hereto	

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SANTECH INDUSTRIES, LLC,  
as Grantor

By: 

Name: Gustur Willyono

Title: Chief Financial Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: \_\_\_\_\_

Name: Bryan Shia

Title: Vice President

Notice of Grant of Security Interest in Trademarks  
Auto Air Export, Inc.

TRADEMARK  
REEL: 004914 FRAME: 0653

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

SANTECH INDUSTRIES, LLC,  
as Grantor

By: \_\_\_\_\_  
Name: Guntur Wilyono  
Title: Chief Financial Officer

Acknowledged and Accepted:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: Bryan Shia  
Name: Bryan Shia  
Title: Vice President

Notice of Grant of Security Interest in Trademarks  
Auto Air Export, Inc.

**TRADEMARK**  
**REEL: 004914 FRAME: 0654**

Schedule 1

Santech Industries, LLC  
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
MASTER TECHNICIAN SERIES	2576818	06/04/02
MASTER TECHNICIAN SERIES	2574679	05/28/02
MASTER TECHNICIAN	2657743	12/10/02
MASTER TECHNICIAN SERIES	2606111	08/06/02
MASTERCHEM	2497657	10/16/01
MASTERCHEM and Design	2497656	10/16/01
SANTECH	2325170	03/07/00

Notice of Grant of Security Interest in Trademarks  
Auto Air Export, Inc.

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RECORDED: 12/06/2012

**TRADEMARK**  
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