

## 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
Semicoa Corporation		12/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Allen Ronk		
Street Address:	6545 E. Gray Lane		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92869		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	William Clune		
Street Address:	6545 E. Gray Lane		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92869		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Robert Korb		
Street Address:	6545 E. Gray Lane		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92869		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0974285	SEMICOA	
CORRESPONDENCE DATA			

900241814

TRADEMARK  
 REEL: 004923 FRAME: 0664

OP \$40.00 0974285

Fax Number:

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

Phone: 714.668.6327

Email: barbaraalder@paulhastings.com

Correspondent Name: Barbara Alder

Address Line 1: 695 Town Center Drive, 17th Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:

Barbara Alder

Signature:

/s/ Barbara Alder

Date:

12/19/2012

Total Attachments: 7

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), is dated as of December 14, 2012, by and among Semicoa Corporation, a Delaware corporation (the "Grantor"), Allen Ronk, William Clune and Robert Korb (collectively, the "Grantees", individually, a "Grantee").

### RECITALS

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of December 14, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Purchase Agreement"), by and among the Grantor and the Grantees, the Grantees have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Grantees are willing to make the financial accommodations to the Grantor as provided for in the Purchase Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Grantees, for the benefit of the Grantees, that certain Security Agreement, dated as of December 14, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor delivers to the Grantees, for the benefit of the Grantees, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants and pledges to the Grantees, for the benefit of the Grantees, to secure the payment and performance of all obligations of the Grantor to the Grantees under the Purchase Agreement (the "Secured Obligations"), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its trademarks referred to on Schedule I;
- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of the foregoing, including the right

to receive damages, or right to receive license fees, royalties, and other compensation under any license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to the Grantees, whether or not they are unenforceable or not allowable due to the existence of a bankruptcy event involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Grantees, for the benefit of the Grantees, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantees with respect to the Security Interest in the Trademark Collateral made and 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

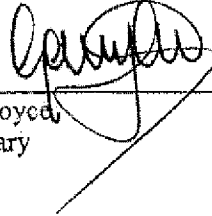
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**SEMICOA CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Gary Joyce  
Title: Secretary

A handwritten signature in black ink, appearing to read "Gary Joyce", is written over a horizontal line. The signature is stylized and somewhat cursive.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004923 FRAME: 0668**

**ACCEPTED AND ACKNOWLEDGED BY:**

Allen B. Ronk, as grantee  
**ALLEN RONK, as Grantee**

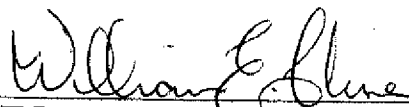
WILLIAM CLUNE, as Grantee

ROBERT KORB, as Grantee

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**ACCEPTED AND ACKNOWLEDGED BY:**

**ALLEN RONK**, as Grantee

  
\_\_\_\_\_  
**WILLIAM CLUNE**, as Grantee

**ROBERT KORB**, as Grantee

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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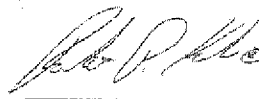
**ACCEPTED AND ACKNOWLEDGED BY:**

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**ALLEN RONK**, as Grantee

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**WILLIAM CLUNE**, as Grantee

 Bob Korb  
2012.12.14 11:26:08  
-08'00'

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**ROBERT KORB**, as Grantee

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

<b>Title</b>	<b>Reg. No.</b>	<b>Country of Registration</b>
SEMICOA	974285	USA

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**RECORDED: 12/19/2012**

**TRADEMARK  
REEL: 004923 FRAME: 0672**