

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		04/22/2013	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	OneWest Bank, FSB
Street Address:	888 East Walnut Street
Internal Address:	HQ-06-03
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1084584	SONATECH
Serial Number:	85721539	CHANNEL TECHNOLOGIES GROUP
Serial Number:	85724550	CI
Serial Number:	85721543	CTG CHANNEL TECHNOLOGIES GROUP
Serial Number:	85721546	CTG CI
Serial Number:	85721549	CTG ITC
Serial Number:	85721556	CTG SONATECH
Serial Number:	85727071	ITC

CORRESPONDENCE DATA

Fax Number: 3107884471

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

Email: vickie.lee@kattenlaw.com

CH \$215.00 1084584

Correspondent Name: Vickie Lee c/o Katten Muchin Rosenman
Address Line 1: 2029 Century Park East
Address Line 2: Suite 2600
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Vickie Lee
Signature:	/Vickie Lee/
Date:	04/22/2013

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

April 22, 2013

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, Grantor, BW PIEZO HOLDINGS, LLC, a Delaware limited liability company (“**BWP**”), **ELECTRO-OPTICAL INDUSTRIES, LLC**, a California limited liability company (“**EOI**”) have entered into the Credit Agreement dated as of April 22, 2013 (said Credit Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein not otherwise defined herein shall have the meanings ascribed therein), with **ONEWEST BANK, FSB** (collectively, together with its successors and assigns, the “**Secured Party**”), and the other Subsidiaries of BWP from time to time party thereto, pursuant to which Secured Party has agreed to, among other things, make extensions of credit to Grantor, BWP, and EOI, subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, dated as of April 22, 2013 (said Agreement, as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, BWP, EOI, 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) (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

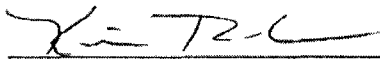
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of 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.

[Signature Page Follows]

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: _____
Title: _____

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

UNITED STATES TRADEMARKS:

Registrations:

Owner	Registration Number	Description
Channel Technologies Group, LLC	1084584	SONATECH design mark

Applications:

Owner	Application Number	Description
Channel Technologies Group, LLC	85721539	CHANNEL TECHNOLOGIES GROUP word mark
Channel Technologies Group, LLC	85724550	CI design mark
Channel Technologies Group, LLC	85721543	CTG CHANNEL TECHNOLOGIES GROUP design mark
Channel Technologies Group, LLC	85721546	CTG CI design mark
Channel Technologies Group, LLC	85721549	CTG ITC design mark
Channel Technologies Group, LLC	85721556	CTG SONATECH design mark
Channel Technologies Group, LLC	85727071	ITC design mark

Licenses: None.

OTHER TRADEMARKS:

Registrations: None.

Applications: None.

Licenses: None.