

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
Aerofil Technology, Inc.		04/29/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	UMB Bank, N.A.		
Street Address:	2 S. Broadway		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	a national banking corporation: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3914247	AEROFIL	
CORRESPONDENCE DATA			
Fax Number:	3148548660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3148548646		
Email:	kji@camodymacdonald.com		
Correspondent Name:	Kelly Iffrig		
Address Line 1:	120 S. Central Ave., Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Kelly Iffrig		
Signature:	/Kelly Iffrig/		
Date:	04/30/2013		
Total Attachments: 5			

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 29, 2013, by AEROFIL TECHNOLOGY, INC., a Missouri corporation (the "**Grantor**"), in favor of and for the benefit of UMB BANK, N.A., a national banking association (herein, together with its successors and assigns in such capacity, the "**Bank**").

RECITALS

A. The Grantor and Aerofil Products, LLC, a Missouri limited liability company, (collectively, the "**Borrowers**"), have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") with the Bank, pursuant to which the Bank has agreed to make loans to Grantor. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto or any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein, exclusive of any of the foregoing that constitutes

“Excluded Collateral” for so long as it remains Excluded Collateral, collectively referred to as the “**Trademark Collateral**”);

- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent license under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein, exclusive of any of the foregoing that constitutes “Excluded Collateral” for so long as it remains Excluded Collateral, collectively referred to as the “**Patent Collateral**”).

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[*Signature page(s) follows.*]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AEROFIL TECHNOLOGY, INC.,
a Missouri corporation

By: Leo P. Bergin

Print Name: LEO P BERGIN

Title: PRESIDENT

Acknowledged:
UMB BANK, N.A.

By: Hope E Hunt

Print Name: Hope E Hunt

Title: Assistant Vice President

SCHEDULE 1

(Trademark Collateral)

COUNTRY	MARK	SERIAL NO.	REG. NO.	OWNER
United States	AEROFIL	85068756	3914247	Aerofil Technology, Inc.

SCHEDULE 2

(Patent Collateral)

None