

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN GRANT OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zero Manufacturing, Inc.		06/23/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ableco Finance LLC, as collateral agent		
<b>Street Address:</b>	450 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78364003	ZERO INDUSTRIAL	
<b>Registration Number:</b>	0670062	ZERO	
<b>Registration Number:</b>	2182340	ZERO	
<b>Registration Number:</b>	0775618	ZERO-TRAK	
<b>Registration Number:</b>	1032120	ZERO CENTURION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-756-2215		
<b>Email:</b>	john.garces@srz.com		
<b>Correspondent Name:</b>	John Garces, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	014951.0878		

CH \$140.00 78364003

NAME OF SUBMITTER:	John Garces, Esq. (014951.0878)
Signature:	/kc for jg/
Date:	06/26/2008
<b>Total Attachments: 3</b> source=Trademark Second Lien Grant of Security Interest for Zero Manufacturing Inc#page1.tif source=Trademark Second Lien Grant of Security Interest for Zero Manufacturing Inc#page2.tif source=Trademark Second Lien Grant of Security Interest for Zero Manufacturing Inc#page3.tif	

## SECOND LIEN GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, ZERO MANUFACTURING, INC., a Delaware corporation (the "Grantor"), holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June \_\_, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, as the Collateral Agent for itself and certain other Secured Parties (as described in the Security Agreement) (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (excluding any U.S. trademark application filed on the basis of an intent to use the mark, until such time as a statement of use has been filed in connection therewith), together with, among other things, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of \_\_\_\_\_, 20\_\_.

ZERO MANUFACTURING, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ ss.:  
COUNTY OF \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally came \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

\_\_\_\_\_  
[Notary Seal]

SCHEDULE A TO SECOND LIEN GRANT OF A SECURITY INTEREST -- TRADEMARKS

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>(Application) or Registration No.</u>	<u>(Filing) or Registration Date</u>
Zero Manufacturing, Inc.	U.S.	ZERO INDUSTRIAL	(78/364,003)	(2/6/2004)
Zero Manufacturing, Inc.	U.S.	ZERO	0,670,062	11/25/1958
Zero Manufacturing, Inc.	U.S.	ZERO	2,182,340	8/18/1998
Zero Manufacturing, Inc.	U.S.	ZERO-TRAK	0,775,618	8/25/1964
Zero Manufacturing, Inc.	U.S.	ZERO CENTURION	1,032,120	2/3/1976