

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
Starfire Systems, Inc.		03/14/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Palladium Equity Partners III, L.P.		
Street Address:	1270 Avenue of the Americas, Suite 2200		
Internal Address:	Rockefeller Center		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3203324	STARBLADE	
Registration Number:	3200182	STARBOARD	
Registration Number:	3364966	POLYRAMIC	
Registration Number:	2927393	STARFIRE SYSTEMS	
Registration Number:	3039009	STARFIRE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(212)326-2061		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212 326-2861		
Email:	cschneider@omm.com		
Correspondent Name:	Courtney Schneider		
Address Line 1:	7 Times Square		
Address Line 2:	O'Melveny & Myers		
Address Line 4:	New York, NEW YORK 10036		

CH \$140.00 3203324

ATTORNEY DOCKET NUMBER:	647440-37
NAME OF SUBMITTER:	Courtney Schneider
Signature:	/Courtney Schneider/
Date:	10/20/2008

Total Attachments: 23

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of March 14, 2008 (this "Agreement"), by and between Starfire Systems, Inc., a New York corporation (the "Company") and Palladium Equity Partners III, L.P., a Delaware limited partnership ("Lender").

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to the Company in the aggregate principal amount of two million dollars (\$2,000,000) (the "Loan");

WHEREAS, in connection with Loan, the Company has issued to Lender that certain Convertible Senior Secured Bridge Note dated as of the date hereof, in the aggregate principal amount of two million dollars (\$2,000,000) (the "Note");

WHEREAS, in order to induce Lender to make the Loan, the Company has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Obligations;

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 parties hereto agree as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note. All other capitalized terms contained in this Agreement and not defined in the Note, unless the context indicates otherwise, have the meanings provided for by the Code to the extent the same are used or defined therein; provided, however, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles of the Code, the definition of such term contained in Article 9 of the Code shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

"Account Debtor" means any Person who may become obligated to the Company under, with respect to, or on account of, an Account, Chattel Paper or General Intangible (including a payment intangible).

"Code" means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Lender's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies; provided further, however, that all references herein to the Code shall mean Article 9 of the Code, unless otherwise indicated.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by the Company: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Copyright License” means any and all rights now owned or hereafter acquired by the Company under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyright Security Agreements” means the Copyright Security Agreements made in favor of Lender by the Company, if any.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, and any agency, department or other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Letter-of-Credit Rights” means “letter-of-credit rights” as such term is defined in the Code, now owned or hereafter acquired by the Company, including rights to payment or performance under a letter of credit, whether or not the Company, as beneficiary, has demanded or is entitled to demand payment or performance.

“Lien” means any mortgage or deed of trust, deed to secure debt pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction).

“Loan Documents” means this Agreement, the Note and all other agreements, instruments, documents and certificates executed and delivered to, or in favor of, Lender and including all other pledges, powers of attorney, consents, assignments, contracts, notices, letter of credit agreements and all other written matter whether heretofore, now or hereafter executed by or on behalf of the Company, or any employee of the Company, and delivered to Lender in connection with this Agreement or the transactions contemplated thereby. Any reference in this Agreement or any other Loan Document to a Loan Document shall include all appendices, exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto, and shall refer to this Agreement or such Loan Document as the same may be in effect at any and all times such reference becomes operative.

“Obligations” means all loans, advances, debts, liabilities and obligations, for the performance of covenants, tasks or duties or for payment of monetary amounts (whether or not such performance is then required or contingent, or such amounts are liquidated or determinable) owing by the Company to Lender, and all covenants and duties regarding such amounts, of any

kind or nature, present or future, whether or not evidenced by any note, agreement, letter of credit agreement or other instrument, arising under this Agreement, the Note or any Loan Document. This term includes all principal, interest (including all interest that accrues after the commencement of any case or proceeding by or against the Company in bankruptcy, whether or not allowed in such case or proceeding), expenses, attorneys' fees, and any other sum chargeable to the Company under this Agreement, the Note or any Loan Document.

"Patents" means all of the following in which the Company now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Patent License" means rights under any written agreement now owned or hereafter acquired by the Company granting any right with respect to any invention on which a Patent is in existence.

"Patent Security Agreements" means the Patent Security Agreements made in favor of Lender by the Company, if any.

"Person" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

"Termination Date" means the date on which all Obligations (other than contingent indemnities and expense reimbursement obligations for which no claim has been made) under this Agreement, the Note and the other Loan Documents have been completely discharged.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by the Company: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by the Company granting any right to use any Trademark.

"Trademark Security Agreements" means the Trademark Security Agreements made in favor of Lender, by the Company, if any.

“Uniform Commercial Code jurisdiction” means any jurisdiction that has adopted all or substantially all of Article 9 as contained in the 2000 Official Text of the Uniform Commercial Code, as recommended by the National Conference of Commissioners on Uniform State Laws and the American Law Institute, together with any subsequent amendments or modifications to the Official Text.

2. GRANT OF LIEN.

(a) To secure the prompt and complete payment, performance and observance of all of the Obligations, the Company hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender, a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Company (including under any trade names, styles, or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Company, and regardless of where located (all of which being hereinafter collectively referred to as the “Collateral”), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts of the Company and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of the Company;
- (x) all Supporting Obligations and Letter-of-Credit Rights of the Company;
- (xi) all commercial tort claims; and
- (xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions, and replacements for, and rents and profits of, each of the foregoing.

Notwithstanding the foregoing, this Section 2(a) of this Agreement shall not constitute a grant of a security interest in any property (and any such property shall not constitute Collateral) to the extent that (1) such grant of a security interest is prohibited by any requirement of law of a Governmental Authority, (2) requires the consent of any Governmental Authority to the extent such consent has not been obtained, or (3) is prohibited by, constitutes a breach or default under, results in the termination of, or requires any consent not obtained under any contract, license, agreement, instrument, or other document evidencing or giving rise to such property or, in the case of any Investment Property, any applicable shareholder or similar agreement, except, in each case provided in (1) to (3), to the extent that such requirement of law or the term of such contract, license, agreement, instrument, or other document or shareholder or similar agreement providing for such prohibition, breach, default, or termination or requiring such consents is ineffective under applicable law (including Sections 9-406, 9-407, 9-408 and 9-409 of the UCC in any relevant jurisdiction); provided, however, that the foregoing exclusion shall not in any way limit, impair, or otherwise affect Lender's continuing security interest upon any right, title, or interest of the Company in or to (i) monies due or to become due in respect of such contract, license, agreement, instrument, or other document or (ii) any and all proceeds from the sale, transfer, assignment, license, lease, or other disposition of such contract, license, agreement, instrument or other document.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Lender as aforesaid, the Company hereby grants to Lender a right of set-off against the property of the Company held by Lender, consisting of Collateral described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of the Company, or as to which the Company may have any right or power.

3. LENDER'S RIGHTS; LIMITATIONS ON LENDER'S OBLIGATIONS.

(a) It is expressly agreed by the Company that, anything herein to the contrary notwithstanding, the Company shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder. Lender shall not have any obligation or liability under any Contract or License by reason of or arising out of this Agreement or the granting herein of a Lien thereon or the receipt by Lender of any payment relating to any Contract or License pursuant hereto. Lender shall not be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claims, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Lender may, at any time after an Event of Default has occurred and is continuing and without prior notice to the Company, notify Account Debtors and other Persons obligated on the Collateral that Lender has a security interest therein and that payments shall be made directly to Lender. Upon the request of Lender, the Company shall so notify Account Debtors and other Persons obligated on Collateral. Once any such notice has been given to any

Account Debtor or other Person obligated on the Collateral, the Company shall not give any contrary notice to such Account Debtor or other Person without Lender's prior written consent.

(c) Lender may at any time, upon advance written notice to the Company, in Lender's own name, in the name of a nominee of Lender or in the name of the Company communicate (by mail, telephone, facsimile, or otherwise) with Account Debtors, parties to Contracts and obligors in respect of Instruments to verify with such Persons, to Lender's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, and/or payment intangibles. If an Event of Default shall have occurred and be continuing, the Company, at its own expense, shall cause the independent certified public accountants then engaged by it to prepare and deliver to Lender at any time and from time to time promptly upon Lender's request the following reports with respect to the Company: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts as Lender may request. The Company, at its own expense, shall deliver to Lender the results of each physical verification, if any, which the Company may in its discretion have made, or caused any other Person to have made on its behalf, of all or any portion of its Inventory.

4. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants that:

(a) The Company has rights in and the power to transfer each item of the Collateral upon which it purports to grant a Lien hereunder free and clear of any and all Liens other than Liens set forth on Schedule I hereto.

(b) No effective security agreement, financing statement, equivalent security or Lien instrument or continuation statement covering all or any part of the Collateral is on file or of record in any public office, except such as may have been filed (i) by the Company in favor of Lender pursuant to this Agreement, the Note or the other Loan Documents, and (ii) in connection with any other Liens set forth on Schedule I hereto.

(c) This Agreement is effective to create a valid and continuing Lien and, upon the filing of the appropriate financing statements listed on Schedule II hereto (as it may be updated from time to time by delivery of a new Schedule II or a supplement to Schedule II by the Company to Lender in accordance with Section 5(m)), a perfected Lien in favor of Lender on the Collateral with respect to which a Lien may be perfected by filing pursuant to the Code. Such Lien is prior to all other Liens, except Liens set forth on Schedule I hereto that would be prior to Liens in favor of Lender as a matter of law, and is enforceable as such as against any and all creditors of and purchasers from the Company (other than purchasers and lessees of Inventory in the ordinary course of business and non-exclusive licensees of General Intangibles in the ordinary course of business). All action by the Company necessary or desirable to protect and perfect such Lien on each item of the Collateral except certain bank accounts, real estate, fixtures and motor vehicles has been duly taken.

(d) All action by the Company necessary or desirable to protect and perfect the Lien of Lender on all Instruments, Letter-of-Credit Rights and Chattel Paper (including the delivery of all originals thereof to Lender and the legending of all Chattel Paper as required by

Section 5(b) hereof) has been duly taken. The Lien of Lender on such Collateral is prior to all other Liens, except Liens set forth on Schedule I hereto that would be prior to the Liens in favor of Lender as a matter of law, and is enforceable as such against any and all creditors of and purchasers from the Company.

(e) The Company's name as it appears in official filings in the state of its incorporation or other organization, the type of entity of the Company, the organizational identification number issued by the Company's state of incorporation or organization or a statement that no such number has been issued, the Company's state of organization or incorporation, the location of the Company's chief executive office, principal place of business, offices, all warehouses and premises where Collateral is stored or located, and the locations of its books and records concerning the Collateral are set forth on Schedule III hereto (as such Schedules may be updated from time to time by delivery of a new such Schedule III, as applicable or a supplement to such Schedule III as applicable by the Company to Lender in accordance with Section 5(m)). The Company has only one state of incorporation or organization.

(f) The Company does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule IV hereto (as it may be updated from time to time by delivery of a new Schedule IV or a supplement to Schedule IV by the Company to Lender in accordance with Section 5(m)). This Agreement is effective to create a valid and continuing Lien on and, upon filing of the Copyright Security Agreements with the United States Copyright Office and filing of the applicable UCC financing statements, the Patent Security Agreements and the Trademark Security Agreements with the United States Patent and Trademark Office, perfected Liens in favor of Lender on the Company's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such against any and all creditors of and purchasers from the Company, except Liens set forth on Schedule I. Upon the filing of the Copyright Security Agreements with the United States Copyright Office, the filing of the Patent Security Agreements and the Trademark Security Agreements with the United States Patent and Trademark Office, and the filing of appropriate financing statements listed on Schedule II hereto, all action necessary or desirable to protect and perfect Lender's Lien on the Company's Patents, Trademarks or Copyrights shall have been duly taken.

(g) The Company shall deliver to Lender a motor vehicle certificate of title for all motor vehicles from time to time owned by it to the extent that the book value of such motor vehicles exceeds \$50,000 and shall cause those title certificates to be filed (with Lender's Lien noted thereon) in the appropriate state motor vehicle filing office.

5. COVENANTS. The Company covenants and agrees with Lender that from and after the date of this Agreement and until the Termination Date:

(a) Further Assurances; Pledge of Instruments; Chattel Paper.

(i) At any time and from time to time, upon the written request of Lender and at the sole expense of the Company, the Company shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as Lender may deem desirable to obtain the full benefits of this Agreement

and of the rights and powers herein granted, including (A) using its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of Lender of any License or Contract held by the Company and to enforce the security interests granted hereunder and (B) filing any financing or continuation statements under the Code with respect to the Liens granted hereunder or under any other Loan Document as to those jurisdictions that are not Uniform Commercial Code jurisdictions.

(ii) Unless Lender shall otherwise consent in writing (which consent may be revoked), the Company shall deliver to Lender all Collateral with a value in excess of \$50,000 consisting of negotiable Documents, certificated securities, Chattel Paper, and Instruments (in each case, accompanied by stock powers, allonges, or other instruments of transfer executed in blank) promptly after the Company receives the same.

(iii) If the Company is or becomes the beneficiary of a letter of credit, the Company shall promptly and in any event within two (2) business days after becoming a beneficiary, notify Lender thereof and enter into a tri-party agreement with Lender and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Lender and directing all payments thereunder to the Collection Account, all in form and substance reasonably satisfactory to Lender.

(iv) The Company shall take all steps necessary to grant Lender control of all electronic chattel paper in accordance with the Code and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

(v) The Company hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that: (a) indicate the Collateral (i) as all assets of such the Company or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Code or such jurisdiction or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by part 5 of Article 9 of the Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Company is an organization, the type of organization and any organization identification number issued to the Company and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Company agrees to furnish any such information to Lender promptly upon request. The Company also ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(vi) The Company shall promptly and in any event within five (5) Business Days after the same is acquired by it, notify Lender of any commercial tort claim (as defined in the Code) acquired by it and unless otherwise consented by Lender,

the Company shall enter into a supplement to this Agreement, granting to Lender a Lien in such commercial tort claim.

(b) Maintenance of Records. The Company shall keep and maintain, at its own cost and expense, satisfactory and complete records of the Collateral, including a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. The Company shall mark its books and records pertaining to the Collateral to evidence this Agreement and the Liens granted hereby. If the Company retains possession of any Chattel Paper or Instruments with Lender's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the security interest of Palladium Equity Partners III, L.P.".

(c) Covenants Regarding Patent, Trademark and Copyright Collateral.

(i) The Company shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Company's ownership of any Patent, Trademark, or Copyright, its right to register the same, or to keep and maintain the same; provided that this shall not apply to Patents, Trademarks, and Copyrights worth less than \$50,000.

(ii) In no event shall the Company, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender written notice thereof no later than fifteen (15) days afterwards, and, upon request of Lender, the Company shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements or Trademark Security Agreements as Lender may request to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of the Company relating thereto or represented thereby.

(iii) The Company shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability, and opposition and interference and cancellation proceedings, provided that this shall not apply to Patents, Trademarks and Copyrights worth less than \$50,000.

(iv) In the event that any of the Patent, Trademark or Copyright Collateral is infringed upon, or misappropriated or diluted by a third party, the Company shall comply with Section 5(a)(vi) of this Agreement. The Company shall, unless it shall reasonably determine that such Patent, Trademark or Copyright Collateral is not material

to the conduct of its business or operations, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, or take other commercially reasonable actions in lieu thereof, and after the occurrence and during the continuance of an Event of Default, shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Patent, Trademark, or Copyright Collateral.

(d) Indemnification. In any suit, proceeding or action brought by Lender relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims of Lender with respect thereto, the Company will save, indemnify, and keep Lender harmless from and against all expense (including reasonable attorneys' fees and expenses), loss, or damage suffered by reason of any defense, setoff, counterclaim, recoupment, or reduction of liability whatsoever of the Account Debtor or other Person obligated on the Collateral, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness, or liability at any time owing to, or in favor of, such obligor or its successors from the Company, except in the case of Lender, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of Lender as finally determined by a court of competent jurisdiction. All such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against Lender.

(e) Compliance with Terms of Accounts, etc. In all material respects, the Company will perform and comply with all obligations in respect of the Collateral and all other agreements to which it is a party or by which it is bound relating to the Collateral.

(f) Limitation on Liens on Collateral. The Company will not create, permit, or suffer to exist, and the Company will defend the Collateral against, and take such other action as is necessary to remove, any Lien on the Collateral except Liens set forth on Schedule I hereto, and will defend the right, title, and interest of Lender in and to any of the Company's rights under the Collateral against the claims and demands of all Persons whomsoever.

(g) Limitations on Disposition. The Company will not sell, license, lease, transfer, or otherwise dispose of any of the Collateral, or attempt or contract to do so except for (a) the sale of Inventory in the ordinary course of business, (b) the sale or other disposition by the Company of Equipment or Fixtures that are obsolete or no longer used or useful in the Company's business and (c) the sale of Investments in the ordinary course of business.

(h) Further Identification of Collateral. The Company will, if so requested by Lender, furnish to Lender, as often as Lender reasonably requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in such detail as Lender may specify.

(i) Notices. The Company will advise Lender promptly, in reasonable detail, (i) of any Lien or claim made or asserted against any of the Collateral and (ii) of the occurrence of any other event which would have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder or under any other Loan Document.

(j) Good Standing Certificates. The Company shall upon Lender's request, provide to Lender a certificate of good standing from its state of incorporation or organization.

(k) No Reincorporation. The Company shall not reincorporate or reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated or organized as of the date hereof without the prior written consent of Lender.

(l) Terminations; Amendments Not Authorized. The Company acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Lender and agrees that it will not do so without the prior written consent of Lender, subject to the Company rights under Section 9-509(d)(2) of the Code.

(m) Supplemental Disclosure. From time to time the Company may supplement each Schedule hereto, or any representation herein, with respect to any matter hereafter arising which, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in such Schedule or as an exception to such representation or which is necessary to correct any information in such Schedule or representation which has been rendered inaccurate thereby (and, in the case of any supplements to any Schedule, such Schedule shall be appropriately marked to show the changes made therein); provided that (a) no such supplement to any such Schedule or representation shall be or be deemed a waiver of any Event of Default resulting from the matters disclosed therein, except as consented to by Lender in writing; and (b) no supplement shall be required or permitted as to representations and warranties that relate solely to the Closing Date.

6. REMEDIES; RIGHTS UPON DEFAULT.

(a) In addition to all other rights and remedies granted to it under this Agreement, the Note, the other Loan Documents and under any other instrument or agreement securing, evidencing or relating to any of the Obligations, if any Event of Default shall have occurred and be continuing, Lender may exercise all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event Lender, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Company or any other Person (all and each of which demands, advertisements, and notices are hereby expressly waived to the maximum extent permitted by the Code and other applicable law), may forthwith enter upon the premises of the Company where any Collateral is located through self-help, without judicial process, without first obtaining a final judgment, or giving the Company or any other Person notice and opportunity for a hearing on Lender's claim or action and may collect, receive, assemble, process, appropriate, and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at a public or private sale or sales, at any exchange at such prices as it may deem acceptable, for cash or on credit or for future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for Lender's benefit the whole or any part of said Collateral so sold, free of any right or equity of

redemption, which equity of redemption each the Company hereby releases. Such sales may be adjourned and continued from time to time with or without notice. Lender shall have the right to conduct such sales on any of the Company's premises or elsewhere and shall have the right to use any of the Company's premises without charge for such time or times as Lender deems necessary or advisable.

If any Event of Default shall have occurred and be continuing, the Company further agrees, at Lender's request, to assemble the Collateral and make it available to Lender at a place or places designated by Lender which are reasonably convenient to Lender and the Company, whether at the Company's premises or elsewhere. Until Lender is able to effect a sale, lease, or other disposition of Collateral, Lender shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by Lender. Lender shall have no obligation to the Company to maintain or preserve the rights of the Company as against third parties with respect to Collateral while Collateral is in the possession of Lender. Lender may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of Lender's remedies, with respect to such appointment without prior notice or hearing as to such appointment. Lender shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale to the Obligations as provided in the Note, and only after so paying over such net proceeds, and after the payment by Lender of any other amount required by any provision of law, need Lender account for the surplus, if any, to any the Company. To the maximum extent permitted by applicable law, the Company waives all claims, damages, and demands against Lender arising out of the repossession, retention, or sale of the Collateral except such as arise solely out of the gross negligence or willful misconduct of Lender as finally determined by a court of competent jurisdiction. The Company agrees that ten (10) days' prior notice by Lender of the time and place of any public sale or of the time after which a private sale may take place is reasonable notification of such matters. The Company shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations, including any attorneys' fees and other expenses incurred Lender to collect such deficiency.

(b) Except as otherwise specifically provided herein, the Company hereby waives presentment, demand, protest, or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

(c) To the extent that applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, the Company acknowledges and agrees that it is not commercially unreasonable for Lender (i) to fail to incur expenses reasonably deemed significant by Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or

media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as the Company, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection, or disposition of Collateral or to provide to Lender a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants, and other professionals to assist Lender in the collection or disposition of any of the Collateral. The Company acknowledges that the purpose of this Section 6(c) is to provide non-exhaustive indications of what actions or omissions by Lender would not be commercially unreasonable in Lender's exercise of remedies against the Collateral and that other actions or omissions by Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 6(c). Without limitation upon the foregoing, nothing contained in this Section 6(c) shall be construed to grant any rights to the Company or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 6(c).

(d) Lenders shall not be required to make any demand upon, or pursue or exhaust any of their rights or remedies against, the Company, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof. Lender shall not be required to marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, and all of its and their rights hereunder or under any other Loan Document shall be cumulative. To the extent it may lawfully do so, the Company absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against Lender, any valuation, stay, appraisal, extension, redemption, or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise.

7. GRANT OF LICENSE TO USE INTELLECTUAL PROPERTY. For the purpose of enabling Lender to exercise rights and remedies under Section 6 hereof (including, without limiting the terms of Section 6 hereof, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell, or otherwise dispose of Collateral) at such time as Lender shall be lawfully entitled to exercise such rights and remedies, the Company hereby grants to Lender, effective upon and during the continuation of an Event of Default an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, license, or sublicense any Intellectual Property now owned or hereafter acquired by the Company, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

8. LIMITATION ON LENDER'S DUTY IN RESPECT OF COLLATERAL. Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Lender shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

9. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any the Company's assets and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored, or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored, or returned.

10. NOTICES. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration, or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration, or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Note.

11. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement is to be read, construed and applied together with the Note and the other Loan Documents which, taken together, set forth the complete understanding and agreement of Lender and the Company with respect to the matters referred to herein and therein.

12. NO WAIVER; CUMULATIVE REMEDIES. Lender shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by Lender and then only to the extent therein set forth. A waiver by Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of Lender, any right, power, or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law. None of the terms or provisions of this Agreement

may be waived, altered, modified, or amended except by an instrument in writing, duly executed Lender and the Company.

13. LIMITATION BY LAW. All rights, remedies, and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

14. TERMINATION OF THIS AGREEMENT. Subject to Section 9 hereof, this Agreement shall terminate upon the Termination Date.

15. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of the Company hereunder shall be binding upon the successors and assigns of each the Company (including any debtor-in-possession on behalf of the Company) and shall, together with the rights and remedies of Lender, hereunder, inure to the benefit of Lender, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers, or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Lender, for the benefit of Lender, hereunder. The Company may not assign, sell, hypothecate, or otherwise transfer any interest in or obligation under this Agreement.

16. COUNTERPARTS. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one and the same agreement. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Lender, electronic means, all of which shall be equally valid.

17. GOVERNING LAW. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. THE COMPANY HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK COUNTY, CITY OF NEW YORK, NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTORS, AGENT AND LENDERS PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, PROVIDED, THAT LENDER AND THE COMPANY ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK COUNTY, AND, PROVIDED, FURTHER, NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE AGENT FROM BRINGING SUIT OR

TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. THE COMPANY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND THE COMPANY HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE COMPANY HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT, AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS, AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE COMPANY AT THE ADDRESS SET FORTH ON SCHEDULE III(V) HERETO AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID.

18. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT DISPUTES ARISING HEREUNDER OR RELATING HERETO BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG AGENT, LENDERS, AND GRANTORS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO.

19. SECTION TITLES. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

20. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

21. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement and, specifically, the provisions of Section 17 and Section 18, with its counsel.

22. BENEFIT OF LENDERS. All Liens granted or contemplated hereby shall be for the benefit of Lender and all proceeds or payments realized from Collateral in accordance herewith shall be applied to the Obligations in accordance with the terms of this Agreement.

23. CONTROL. Notwithstanding anything herein to the contrary, this Agreement and the transactions contemplated hereby do not and shall not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership by Lender of the Company or any issuer of the Collateral or control, affirmative or negative, direct or indirect, by Lender over the management or any aspect of the day-to-day operation of the Company or any such issuer, which control remains in the Company, each such issuer, and their respective boards of directors, partners, and officers (as appropriate); provided, however, that if Lender becomes the owner of any partnership interest or other equity or ownership interest in any issuer, whether through foreclosure or otherwise, Lender shall be entitled to exercise such legal rights as it may have by being an owner of such partnership interest or other equity or ownership interest.


24. FURTHER APPROVALS REQUIRED. (a) In connection with the exercise by Lender of its rights hereunder that effects the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral.

(b) The Company hereby agrees, during the continuance of an Event of Default, to execute, deliver, and file all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that maybe necessary or appropriate, in Lender's opinion, to obtain such consents, waivers, or approvals. The Company further agrees to use its best efforts to obtain the foregoing consents, waivers, and approvals, including receipt of consents, waivers, and approvals under applicable agreements prior to a Default or Event of Default. The Company acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 24(b) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 24(b) may be specifically enforced.

[signature page follows]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STARFIRE SYSTEMS, INC.

By: 
Name: Richard M. Schurro
Title: President + CEO

PALLADIUM EQUITY PARTNERS III, L.P.

By: Palladium Capital Management III, LLC, its
Advisor

By: 
Name: KEVIN L. RAYMOND
Title: CF

SCHEDULE I

PERMITTED LIENS

UCC Filings with the New York Secretary of State

Filing Date	Number	Secured Party	Collateral
May 20, 1996	099965	Marine Midland Bank	blanket lien
December 24, 1998	270621 (amendment of 099965)	Marine Midland Bank	blanket lien (subordinate to financing statement to AI Tech Trust Fund)
January 16, 2001	018655 (continuation of 099965)	HSBC Bank USA formerly known as Marine Midland Bank	
March 5, 2006	200603055214096 (continuation of 099965)	HSBC Bank USA	
December 29, 1998	272816	New York Job Development Authority as Administrator of the AI Tech Trust Fund	blanket lien
February 22, 1999	035880 (assignment of 272816)	Greystone Servicing Corporation, Inc.	
July 24, 2003	200307241371452 (continuation of 272816)	Greystone Servicing Corporation, Inc.	
March 24, 2003	200303240634944	US Bancorp	Pfaudler Reactor Glass Lined De Dietrich Glass Lined Reactor and Pfaudler P Series Reactor
April 8, 2003	200304080772655	First Niagara Leasing, Inc.	Two Hertzell Centifugal blowers and other laboratory equipment
April 8, 2003	200304080774152	First Niagara Funding, Inc.	Two Hertzell Centifugal blowers and other laboratory equipment
July 24, 2003	200307241371642	New York Job Development Authority as Administrator of the AI Tech Trust Fund	Blanket lien

SCHEDULE III

**SCHEDULE OF OFFICES, LOCATIONS OF COLLATERAL
AND RECORDS CONCERNING COLLATERAL**

- I. The Company's official name: **Starfire Systems, Inc.**
- II. Type of entity (e.g. corporation, partnership, business trust, limited partnership, limited liability company): **corporation**
- III. Organizational identification number issued by the Company's state of incorporation or organization or a statement that no such number has been issued: **4448314**
- IV. State of Organization or Incorporation of the Company: **Delaware**
- V. Chief Executive Office and principal place of business of the Company: **10 Hermes Road, Malta, New York 12020**
- VI. Corporate Offices of the Company: **10 Hermes Road, Malta, New York 12020**
- VII. Warehouses: **None**
- VIII. Other Premises at which Collateral is Stored or Located: **None**
- IX. Locations of Records Concerning Collateral: **10 Hermes Road, Malta, New York 12020**

SCHEDULE IV

PATENTS, TRADEMARKS AND COPYRIGHTS

Document ID	Title	Assignee	Classification	Priority Date	File Data	Issue / Pub Date
SSI-001	Brake Rotors	Starfire Systems	TBD			Pending
SSI-10	Composition, preparation of polycarbosilanes and their uses	Starfire Systems	TBD			Pending
SSI-18	Synthetic Process for Cyclic Silanes	Starfire Systems	TBD			Pending
SSI-19	Polymer Compositions with Tailored Silicon, Carbon, Hydrogen and Oxygen Ratios for Optimized Properties	Starfire Systems	TBD			Pending
US20030041525	Ceramic bonded abrasive	Starfire Systems	51/307	31-Aug-01	31-Aug-01	6-Mar-03
US20030113447	Process and compositions for making ceramic articles	Starfire Systems	427/221	11-Dec-02	11-Dec-02	19-Jun-03
US20040138046	Ceramic forming polymer derived ceramic composite and methods	Starfire Systems	501/95.1	10-Jan-03	10-Jan-03	15-Jul-04
US20060004169	Ceramic-forming polymer material	Starfire Systems	528/10	21-Jun-05	21-Jun-05	5-Jan-06
US20070093587	Silicon carbide precursors and uses thereof	Starfire Systems	524/443	25-Oct-05	25-Oct-05	26-Apr-07
US5153295	Carbosilane Polymer Precursors to Silicon Carbide Ceramics	Starfire Systems	528/31	20-Jun-90	20-Jun-90	6-Oct-92
US6471918	Filter, regeneration and soot-removing systems and applications	Starfire Systems	422/171	3-Aug-00	3-Aug-00	29-Oct-02
US6730802	Silicon carbide precursor	Starfire Systems	556/12	9-Jul-02	9-Jun-02	4-May-04
US6809041	Sol-Gel processed films from alkoxy substituted carbosilanes	Starfire Systems	438/780	10-Jan-03	10-Jan-03	26-Oct-04
US7029634	Filter system and particulate filter unit therefor	Starfire Systems	422/177	3-Aug-00	31-Aug-01	18-Apr-06

Trademarks			
STARBlade	Brake rotors - all	SSI 12	Registered
STARBoard	Electronics Packaging cores	SSI 13	Registered
Polyramic	Class of organic/ inorganic polymers	SSI 20	Under Submission
Miscellaneous Design	Starfire logo	SSI 14	Registered
Starfire Systems(+ Design)	Logo + name	SSI 15	Registered