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TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

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06-26-2009

TRADEMARK ASSIGNMENT



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~~05/28/2009~~  
~~900135039~~

5/28/09

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STARFIRE SYSTEMS, INC.		10/28/2008	CORPORATION: DELAWARE

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: DELAWARE

Name:	PHILIP M. GROSS
Street Address:	654 Hermitage Circle
City:	Palm Beach Gardens
State/Country:	FLORIDA
Postal Code:	33410
Entity Type:	INDIVIDUAL: United States citizen

Name:	HENRY J. MACDONALD
Street Address:	3 Beacon Hill Drive
City:	Saratoga Springs
State/Country:	NEW YORK
Postal Code:	12866
Entity Type:	INDIVIDUAL: United States citizen

Name:	RICHARD M. SABURRO
Street Address:	145 Church Street
City:	Saratoga Springs
State/Country:	NEW YORK

CH \$140.00 3203324

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Postal Code:	12866
Entity Type:	INDIVIDUAL: United States citizen

Name:	COUNTER POINT VENTURES FUND LP
Street Address:	3000 Troy-Schenectady Road
City:	Schenectady
State/Country:	NEW YORK
Postal Code:	12309
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES , Delaware

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3203324	STARBLADE
Registration Number:	3200182	STARBOARD
Registration Number:	3039009	STARFIRE SYSTEMS
Registration Number:	2927393	STARFIRE SYSTEMS
Registration Number:	3384966	POLYRAMIC

CORRESPONDENCE DATA

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (213) 430-8000  
 Email: nkhachatryan@omm.com  
 Correspondent Name: Narine Khachatryan/O'Melveny & Myers LLP  
 Address Line 1: 400 South Hope Street  
 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	647440-37
NAME OF SUBMITTER:	Narine Khachatryan
Signature:	/narine khachatryan/
Date:	05/28/2009

Total Attachments: 32  
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**AMENDED AND RESTATED SECURITY AGREEMENT**

AMENDED AND RESTATED SECURITY AGREEMENT, dated as of October 22, 2008 (this "Agreement"), by and among Starfire Systems, Inc., a Delaware corporation (the "Company"), Palladium Equity Partners III, L.P., a Delaware limited partnership ("Agent") and the Lenders listed on the signature pages hereof ("Lenders").

WITNESSETH:

WHEREAS, Lenders have agreed to make loans to the Company (the "Loans");

WHEREAS, in connection with the Loans, the Company has issued to Lenders certain Convertible Senior Secured Bridge Notes, including, for the avoidance of doubt, the \$2,000,000 Convertible Senior Secured Bridge Note dated March 14, 2008, issued by the Company in favor of Agent, as amended (the "Notes");

WHEREAS, in order to induce Lenders to make the Loans, 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 Notes. All other capitalized terms contained in this Agreement and not defined in the Notes, 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 Delaware 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 Lenders' Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Delaware, 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

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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 Lenders 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 Notes and all other agreements, instruments, documents and certificates executed and delivered to, or in favor of, Lenders 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 Lenders 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 Lenders, 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 Notes 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

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not allowed in such case or proceeding), expenses, attorneys' fees, and any other sum chargeable to the Company under this Agreement, the Notes 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 Lenders 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 Notes 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 Lenders, 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.







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(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Company that is communicated to or obtained by Agent in any capacity; and

(iv) shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or, if so specified by this Agreement, all or other Lenders) as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders (or, if so specified by this Agreement, all or other Lenders), and such request or any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

(v) shall be deemed not to have knowledge of any Event of Default unless and until written notice describing such Event of Default is given to Agent by the Company or a Lender. Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Event of Default or (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document.

(d) Reliance by Administrative Agent. Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Agent may consult with legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

(e) Delegation of Duties. Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by Agent. Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective authorized officers. The exculpatory provisions of this Section 3 shall apply to any such sub-agent and to the authorized officers of Agent and any such sub-agent.

(f) Resignation of Agent. Agent may at any time give notice of its resignation to Lenders and the Company. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Company, to appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have







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(c) Agent may at any time, upon advance written notice to the Company, in Agent's own name, in the name of a nominee of Agent 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 Agent'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 Agent at any time and from time to time promptly upon Agent'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 Agent may request. The Company, at its own expense, shall deliver to Agent 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.

5. 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 Lenders pursuant to this Agreement, the Notes 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 Agent in accordance with Section 6(m)), a perfected Lien in favor of Lenders 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 Lenders as a matter of law, and is enforceable as such against any and all creditors of and purchasers from the Company (other than purchasers and donees 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 Lenders on all Instruments, Letter-of-Credit Rights and Chattel Paper (including the delivery of all originals thereof to Agent and the legending of all Chattel Paper as required by Section 6(b) hereof) has been duly taken. The Lien of Lenders 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 Lenders as a matter of law, and is enforceable as such against any and all creditors of and purchasers from the Company.

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(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 Agent in accordance with Section 6(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 Agent in accordance with Section 6(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 Lenders on the Company's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as 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 Lenders' Lien on the Company's Patents, Trademarks or Copyrights shall have been duly taken.

(g) The Company shall deliver to Agent 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 Lenders' Lien noted thereon) in the appropriate state motor vehicle filing office.

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

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

(i) At any time and from time to time, upon the written request of Agent 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 Agent 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 Lenders 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.

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(ii) Unless Agent shall otherwise consent in writing (which consent may be revoked), the Company shall deliver to Agent 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 Agent thereof and enter into a tri-party agreement with Agent and the issuer and/or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Agent or Lenders and directing all payments thereunder to the Collection Account, all in form and substance reasonably satisfactory to Agent.

(iv) The Company shall take all steps necessary to grant Agent 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 Agent 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 an-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 Agent promptly upon request. The Company also ratifies its authorization for Agent 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 Agent of any commercial tort claim (as defined in the Code) acquired by it and unless otherwise consented by Agent, the Company shall enter into a supplement to this Agreement, granting to Agent 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 Agent's consent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations

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evidenced or secured hereby are subject to a security agreement among Starfire Systems, Inc., Palladium Equity Partners III, LP and certain other parties."

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

(i) The Company shall notify Agent 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 Agent written notice thereof no later than fifteen (15) days afterwards, and, upon request of Agent, the Company shall execute and deliver any and all Patent Security Agreements, Copyright Security Agreements or Trademark Security Agreements as Agent may request to evidence Lenders' 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 Agent 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 6(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 Agent shall deem appropriate under the circumstances to protect such Patent, Trademark, or Copyright Collateral.

(d) Indemnification. In any suit, proceeding or action brought by Agent relating to any Collateral for any sum owing with respect thereto or to enforce any rights or claims of Agent or Lenders with respect thereto, the Company will save, indemnify, and keep Agent and Lenders 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



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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 Agent or Lenders, to the extent such expense, loss, or damage is attributable solely to the gross negligence or willful misconduct of Agent or Lenders 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 Agent or Lenders.

(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 Lenders 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 Agent, furnish to Agent, as often as Agent reasonably requests, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent may reasonably request, all in such detail as Agent may specify.

(i) Notices. The Company will advise Agent 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 Agent's request, provide to Agent 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 Agent.

(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 Agent and agrees that it will not do so without the prior written consent of Agent, subject to the Company rights under Section 9-509(d)(2) of the Code.

(m) Supplemental Disclosures. 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









TO: MARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

of Lenders, hereunder. The Company may not assign, sell, hypothecate, or otherwise transfer any interest in or obligation under this Agreement.

17. 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 Agent, electronic means, all of which shall be equally valid.

18. 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 THE COMPANY, 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 AGENT, LENDERS 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 LENDERS. 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. MAILS, PROPER POSTAGE PREPAID.

19. 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

TO: MARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

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 THE COMPANY 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.

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

21. 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.

22. 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 18 and Section 19, with its counsel.

23. BENEFIT OF LENDERS. All Liens granted or contemplated hereby shall be for the benefit of Lenders 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.

24. 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 Lenders of the Company or any issuer of the Collateral or control, affirmative or negative, direct or indirect, by Agent or Lenders 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 Agent becomes the owner of any partnership interest or other equity or ownership interest in any issuer, whether through foreclosure or otherwise, Agent 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.

25. FURTHER APPROVALS REQUIRED. (a) In connection with the exercise by Agent or any 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 Agent's opinion, to obtain such consents,

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

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 25(h) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 25(h) may be specifically enforced.

26. PRIOR AGREEMENT. This Agreement amends and restates in its entirety that certain Security Agreement dated as of March 14, 2006 between the Company and Agent (such prior agreement, as the same may have heretofore been amended, supplemented, restated or otherwise modified from time to time, the "Original Security Agreement"). This Agreement is not intended to, and shall not, terminate or release any security interest, mortgage, lien or other encumbrance granted to or in favor of Agent under or pursuant to the Original Security Agreement, all of which security interests, mortgages, liens and other encumbrances are hereby reaffirmed and ratified by the Company and shall continue in full force and effect as amended and restated by this Agreement.

[signature pages follow]



TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET


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:

Title:

  
Richard M. Salgado  
President and CEO

[Starfire Systems, Inc. Signature Page to Amended and Restated Security Agreement]

TRADEMARK

REEL: 004012 FRAME: 0585

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

10/29/2008 02:18 FAX 12122187774

CANON

002/002

**PALLADIUM EQUITY PARTNERS III, L.P.**

By: Palladium Capital Management III, L.L.C.  
its General Partner

By:   
Name: Peter A. Joseph  
Title: Managing Director

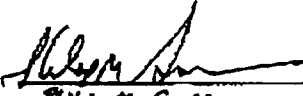
[Palladium Equity Partners, III, L.P. Signature Page to  
Amended and Restated Security Agreement]

TRADEMARK

REEL: 004012 FRAME: 0586

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

INVESTORS

By:   
Name: Philip M. Gross  
Address: 654 Hammock Circle  
Palm Beach Gardens, FL 33470

[Investor's Signature Page to Amended and Restated Security Agreement]

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**INVESTORS**

By: *[Signature]*  
Name: HELEN J. MACDONALD  
Address: 3 Beacon Hill Rd  
SARATOGA SPRINGS, NY 12866

[Investor's Signature Page to Amended and Restated Security Agreements]

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**INVESTORS**

By: 

Name: Richard M. Sabuco

Address: 145 Church Street  
Sanatoga Springs, NY 12866

[Investor's Signature Page to Amended and Restated Security Agreement]

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**INVESTORS**

By: *Walter L. Rott*  
Name: COUNTER POINT VENTURES FUND LP  
Address: 3000 TOWN RD  
Schenectady NY 12309

[Investor's Signature Page to Amended and Restated Security Agreement]

TRADEMARK

REEL: 004012 FRAME: 0590

TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**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 AJ Tech Trust Fund)
January 16, 2001	018655 (continuation of 099965)	HSBC Bank USA formerly known as Marine Midland Bank	
March 3, 2006	200603055214096 (continuation of 099965)	HSBC Bank USA	
December 29, 1998	272816	New York Job Development Authority as Administrator of the AJ Tech Trust Fund	blanket lien
February 22, 1999	035480 (assignment of 272816)	Greystone Servicing Corporation, Inc.	
July 24, 2003	200307241371452 (continuation of 272816)	Greystone Servicing Corporation, Inc.	

**UCC Filings with the Delaware Secretary of State**

Filing Date	Number	Secured Party	Collateral
March 19, 2008	80949996	Palladium Equity Partners III, L.P.	blanket lien

TO: MARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**SCHEDULE II**

**FILING JURISDICTIONS**

**DEBTOR**  
Starfire Systems, Inc.

**LOCATION**  
Delaware Secretary of State



TO: NARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**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**

TO: MARINE KHACHATRYAN/O'MELVENY & MYERS LLP COMPANY: 400 SOUTH HOPE STREET

**SCHEDULE IV**

**PATENTS, TRADEMARKS AND COPYRIGHTS**

Country	Country Code	Patent Name	Patent #	Applicant	File Date	Patent Issue
Hoffman	STAR-0003	Filter, regeneration, and non-recovering systems and applications	US 6471878 B1	6631704	8/3/2000	10/29/2002
Hoffman	EP		EP1341594	1954171.1	Filed 1/2/01	3/7/2007
Hoffman	PCT		1341594	PCT/US01/41547	Filed 9/2/01	1/7/2007
Hoffman	FR		1341594	1341594	8/2/2001	3/7/2007
Hoffman	DE		60121171.8	1341594	8/2/2001	3/7/2007
Hoffman	IT		1341594	1341594	9/2/2001	3/7/2007
Hoffman	SP		1341594	1341594	8/3/2001	3/7/2007
Hoffman	UK		1341594	1341594	8/3/2001	3/7/2007
Hoffman	STAR-0000	Filter System and Particulate Filter Unit Thereof	US 7,329,634	08994779	Filed 8/31/2001	4/18/2004
Hoffman	STAR-0004	Carbon Based Abrasive		08994226	Filed 8/31/2001	Abandoned 8/24/03
Hoffman	PCT	Carbon Based Abrasive		PCT/US02/27903	Filed 8/30/2002	Abandoned
Hoffman	STAR-0005	Carbonized Polymer Precursors to silicon carbide ceramics	5,133,495	07256,599	Filed 7/20/1990	10/6/1992
Hoffman	STAR-0006	Cyanate Forming Polymer Derived Ceramic Composites and Methods		10346027	Filed 1/10/2003	
Hoffman	PCT			PCT/US04/000604	1/9/2004	
Hoffman	PCT-CIP1			PCT/US2006/034062	6/21/2006	Abandoned
Hoffman	CIP			11/157,540	6/21/2005	Abandoned
Hoffman	EP			4701263.8	1/9/2004	Abandoned
Hoffman	CIP-EP			6785336.1	1/17/2004	Abandoned
Hoffman	CIP-DIV 1			11/954,836	12/11/2007	Going Abandoned
Hoffman	CIP-DIV 2			11/954,833	12/11/2007	Going Abandoned
Hoffman	CIP-XR			PCT-2008-7001679	Filed 1/21/08	Abandoned
Carter	149-7	Silicon Carbide Precursor and the same thereof		20070092287		
Carter	PCT				Filed 10/31/2006	
Carter	PCT CN			PCT/US2006/040148	4/25/2006	
Carter	China			10-2808-7011390	3/13/2008	
Carter	EP			6839501.1	9/27/2008 / 4/23/09	
Hoffman	STAR-0011EPV	Composition, Preparation of Polyacrylonitrile and their uses		6073871.1	1/13/2006	
Hoffman	US			117612190	12/19/2006	
Hoffman	PCT			PCT/US07/060306	Filed 1/11/2007	
Hoffman	EP			7710056.8	6/13/2008	
Hoffman	TW			94100870	1/10/2007	
Hoffman	STAR-0011 IV	Synthetic Process for Cyclic Organics		60631,444	Filed 9/14/06	
Hoffman	US			12440005	3/10/2009	

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Hoffman	EP			7642796 D	9/13/2007	
Hoffman	JP			Not yet assigned	3/13/2009	
Hoffman	KR			10-2008-7006028	4/3/2008	
Hoffman	SW			106708	9/13/2007	
Hoffman	PCT			PCT/AU307/78364	9/13/2007	
<b>STAR-4913</b>						
Hoffman	STAR-4913 PV	Polymer Compositions with reduced silicon, carbon, hydrogen, and Oxygen make for optimized properties		6094333	PV filed 9/18/04 - expired 9/18/07	
Hoffman	CIP-PV			4678644	1/24/2007	
Hoffman	US			12/440603	3/10/2004	
Hoffman	EP			7642691.1	9/18/2007	
Hoffman	JP			Not yet assigned	3/18/2009	
Hoffman	KR			10-2008-7006037	4/20/2008	
Hoffman	PCT			PCT/AU307/78370	9/18/2007	
<b>STAR-4914</b>						
Hoffman	STAR-4914	Brake Rotor with Ceramic Matrix Composite Friction Surface Films		40/449452	12/11/2006	
Hoffman	PCT			PCT/AU307/82379	10/24/2007	
Hoffman	US			11/061626	9/26/2007	
<b>STAR-4915</b>						
Hoffman	STAR-4915 PCT	Process for Preparing Silicon Oxycarbide Polymer Compositions and Derivative Compositions thereof		PCT/AU307/82704	PCT filed 9/18/07	Abandoned

Trademark	Class	Description	Priority Date	App. No.	Pub. No.	Registration Date
STARBlade	US	Brake Rotors - all	1/13/2006	76653339	3203724	REGISTERED 1/30/2007
STARBlade EP	Europe	Brake Rotors - all	10/11/2005		546158	2/1/2006
STARBlade CDA	Canada	Brake Rotors - all	7/12/2006	1309904		
STARBoard	US	Electronics Packaging cores	1/13/2006	76653336	3200162	REGISTERED - 1/23/2007
STARBoard CDA	Canada	Electronics Packaging cores	2/12/2006	1308910		
Miscellaneous Design	US	Starfire Logo	10/14/2003	76557309	3039009	REGISTERED 1/10/2006
Starfire Systems + Logo	US	Name + Logo	9/23/2003	76545835	3927393	REGISTERED 2/23/2005
Polyramic	US	Class of organic/inorganic polymers	4/23/2007	77163006	3564966	Registered 1/8/2008
POLYRAMIC EP	Europe	Class of organic/inorganic polymers	9/19/2007			