

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
Morgan Engineering Systems, Inc.		10/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Buflovak, LLC		
Street Address:	750 E. Ferry Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14211		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2368881	H	
Registration Number:	1152930	HEPPENSTALL	
Registration Number:	0729145	SAFE-T-TONGS	
CORRESPONDENCE DATA			
Fax Number:	(585)232-2152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-232-6500		
Email:	mdidas@hselaw.com		
Correspondent Name:	Michael J. Didas, Esq.		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 2:	Harter Secrest & Emery LLP		
Address Line 4:	Rochester, NEW YORK 14604-2711		
ATTORNEY DOCKET NUMBER:	91292.000001		
NAME OF SUBMITTER:	Michael J. Didas, Esq.		

CH \$90.00 2368881

900149094

**TRADEMARK
 REEL: 004107 FRAME: 0533**

Signature:	/Michael J. Didas/
Date:	12/03/2009
<p>Total Attachments: 13</p> <p>source=91292-1-SecurityAgreement#page1.tif source=91292-1-SecurityAgreement#page2.tif source=91292-1-SecurityAgreement#page3.tif source=91292-1-SecurityAgreement#page4.tif source=91292-1-SecurityAgreement#page5.tif source=91292-1-SecurityAgreement#page6.tif source=91292-1-SecurityAgreement#page7.tif source=91292-1-SecurityAgreement#page8.tif source=91292-1-SecurityAgreement#page9.tif source=91292-1-SecurityAgreement#page10.tif source=91292-1-SecurityAgreement#page11.tif source=91292-1-SecurityAgreement#page12.tif source=91292-1-SecurityAgreement#page13.tif</p>	

SECURITY AGREEMENT

dated as of October 24, 2009

between

Buflovak, LLC

and

Morgan Engineering Systems, Inc.

Prepared by:

Harter Secrest & Emery LLP
Anthony D. Mancinelli, Esq.
Twelve Fountain Plaza, Suite 400
Buffalo, NY 14202-2293

Tel. (716) 853-3733
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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 21 2009 between **BUFLOVAK, LLC.**, a New York limited liability company with a principal place of business located at 750 East Ferry Street, Buffalo, NY 14211 ("Secured Party") and **MORGAN ENGINEERING SYSTEMS, INC.**, a Delaware corporation with a principal place of business located at 1049 South Mahoning Avenue, Alliance, Ohio 44601-3298 (the "Debtor").

WHEREAS, the Debtor has entered into an Agreement dated as of the date hereof (as it may from time to time be amended and in effect from time to time, the "Purchase Agreement"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, has sold to the Debtor certain of its assets; and

WHEREAS, pursuant to the Purchase Agreement, the Debtor has agreed to pay a portion of the Purchase Price provided for therein by delivery to the Secured Party of the Debtor's \$500,000.00 promissory note payable to the Secured Party (the "Note"), and Debtor has agreed to execute and deliver to the Secured Party, as security for the Note and for all other obligations of the Debtor under the Purchase Agreement, a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant security interests in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Purchase Agreement. The term "State", as used herein, means the State of New York. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. The term "Obligations", as used herein, means all of the indebtedness, obligations, and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Note and the Purchase Agreement, and any other instruments or agreements executed and delivered pursuant thereto or in connection therewith, and this Agreement; and the term "Event of Default", as used herein, means (i) any Event of Default under the Note; (ii) the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Purchase Agreement or otherwise or (iii) the failure of the Debtor to perform any of its covenants or obligations set forth in this Agreement, if such failure is not cured within thirty (30) days after Debtor's receipt of notice from Secured Party specifying such failure.

Section 2. Grant of Security Interest.

The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the assets and rights of the Debtor, wherever located, and all proceeds and products thereof, as more fully described in Exhibit A attached hereto (all of the same being hereinafter called the "Collateral").

Section 3. Authorization to File Financing Statements.

The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction; and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 4. Other Actions.

Further to insure the attachment, perfection, and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, the Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the Collateral:

4.1 - Collateral in the Possession of a Bailee.

If any goods are at any time in the possession of a bailee, (a) the Debtor shall promptly, if requested by the Secured Party, obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and shall act upon the instructions of the Secured Party, without the further consent of the Debtor; and (b) the Secured Party shall be authorized to take any action with regard to any negotiable or non-negotiable documents issued by a bailee with respect to the Collateral that Secured Party deems, in its sole discretion, necessary or desirable for the Secured Party to perfect or protect its security interest in the Collateral.

4.2 - Other Actions as to Any and All Collateral.

The Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor; (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral; (c) complying with any provision of any statute, regulation, or treaty of the United States or any other country or jurisdiction as to any Collateral if compliance with such provision is a condition to attachment, perfection, or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral; (d) obtaining governmental and other third-party consents and approvals, including without limitation any consent of any licensor, lessor, or other person obligated on Collateral; (e) obtaining waivers from other creditors, mortgagees and landlords in form and substance satisfactory to the Secured Party; and (f) taking all actions required other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

Section 5. Representations and Warranties Concerning Debtor's Legal Status.

The Debtor represents and warrants to the Secured Party as follows: (a) the Debtor's exact legal name is that indicated on the signature page hereof; (b) the Debtor is an organization of the type and organized in the jurisdiction set forth above; and (c) this Agreement accurately sets forth the Debtor's place of business and its chief executive office, as well as the Debtor's mailing address if different.

Section 6. Covenants Concerning Debtor's Legal Status.

The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one; and (b) the Debtor will not change its type of organization, jurisdiction of organization, or other legal structure.

Section 7. Representations and Warranties Concerning Collateral, Etc.

The Debtor further represents and warrants to the Secured Party that the Debtor is the owner of the Collateral, free from any adverse lien, security interest, or other encumbrance, except for the security interest created by this Agreement.

Section 8. Covenants Concerning Collateral, Etc.

The Debtor further covenants with the Secured Party as follows: (a) except for the security interest herein granted, the Debtor shall be the owner of the Collateral free from any lien, security interest, or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party; (b) the Debtor shall not pledge, mortgage, or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Secured Party; (c) the Debtor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the Collateral or incurred in connection with this Agreement; and (d) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein.

Section 9. Insurance.

9.1 - Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to the Collateral against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations, and policies and otherwise shall be in such amounts, contain such terms, be in such forms, and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee. Without limiting the foregoing, the Debtor will (i) keep all of the Collateral insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount at least equal to 100 percent of the Obligations; and (ii) maintain, in amounts equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death, or property damage occurring on, in, or about the properties on which the Collateral is located.

9.2 - Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

9.3 - Notice of Cancellation, Etc. All policies of insurance shall provide for at least 45 days' prior written cancellation notice to the Secured Party. In the event of failure by the Debtor to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

Section 10. Collateral Protection Expenses; Preservation of Collateral.

10.1 - Expenses Incurred by Secured Party. In its discretion, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto, and pay any necessary filing fees. The Debtor agrees to reimburse the Secured Party on demand for any and all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof relieve the Debtor of any default.

Section 11. Power of Attorney.

11.1 - Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms

of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

- (a) upon the occurrence and during the continuance of a Default or an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to, or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve, or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including, without limitation, the execution, delivery, and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments, or other instruments of conveyance or transfer with respect to such Collateral; and
- (b) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements or other documents or instruments with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements or other documents or instruments and amendments thereto and continuation statements which may require the Debtor's signature.

11.2 - Ratification by Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

11.3 - No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

Section 12. Remedies.

If an Event of Default shall have occurred and be continuing, the Secured Party may, without notice to or demand upon the Debtor, declare this Agreement and all Obligations to be in default, and the Secured Party shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State or of any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's

principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least five business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto.

Section 13. Standards for Exercising Remedies.

To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition; (b) 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; (c) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature; (d) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral; (e) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature; (f) 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 capability of doing so, or that match buyers and sellers of assets; (g) to dispose of assets in wholesale rather than retail markets; (h) to disclaim disposition warranties; (i) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection, or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral; or (j) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants, and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section 13 is to provide nonexhaustive indications of what actions or omissions by the Secured Party would not be commercially unreasonable in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 13. Without limitation upon the foregoing, nothing contained in this Section 13 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 13.

Section 14. No Waiver by Secured Party, Etc.

The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and

may be exercised singularly, alternatively, successively, or concurrently at such time or at such times as the Secured Party deems expedient.

Section 15. Suretyship Waivers by Debtor.

The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of Collateral received or delivered or other action taken in reliance hereon, and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising, or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor further waives any and all other suretyship defenses.

Section 16. Marshalling.

The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

Section 17. Proceeds of Dispositions; Expenses.

The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving, or enforcing the Secured Party's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by §§ 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor, and the Debtor shall remain liable for any deficiency in the payment of the Obligations.

Section 18. Overdue Amounts.

Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Purchase Agreement.

Section 19. Governing Law; Consent to Jurisdiction.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE. The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor by mail at the address specified in the Purchase Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

Section 20. Waiver of Jury Trial.

THE COMPANY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive, or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (a) certifies that neither the Secured Party nor any representative, agent, or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers; and (b) acknowledges that, in entering into the Purchase Agreement, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 20.

Section 21. Miscellaneous.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal, or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BUFLOVAK, LLC

By: Michael Bieger

Name: Michael Bieger

Title: Managing Member

STATE OF NEW YORK)

) ss:

COUNTY OF ERIE)

On this 21st day of October 2009, before me personally appeared Michael Bieger to me known and known to me to be the person who executed the above Security Agreement and he acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

(SEAL)

Anthony D. Mancinelli

Notary Public

ANTHONY D. MANCINELLI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires June 30, 2011

[Signature page -- Security Agreement]

MORGAN ENGINEERING SYSTEMS, INC.

By: Mark Fedor

Name: Mark Fedor

Title: President & CEO

STATE OF OHIO)

) ss:

COUNTY OF Stark)

On this 29th day of October 2009, before me personally appeared Mark Fedor to me known and known to me to be the person who executed the above Security Agreement and he acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

(SEAL)

Tracy

Notary Public

TRACY J. ... ATTORNEY
...
...
...

[Signature page -- Security Agreement]

EXHIBIT A

Collateral

All customer lists and records relating to Debtor's Heppenstall division as of the date hereof.

All of Debtor's rights to the exclusive use of the names "Blaw & Knox" and "Heppenstall."

Certain inventory of Debtor's Heppenstall division on hand as of October 15, 2009 and generally described in Attachment A.

Customer orders and related work in progress of Debtor's Heppenstall division as of October 15, 2009, as more fully described in Attachment B.




Those trademarks and patents relating to Debtor's Heppenstall division as more fully described in Attachment C.

ATTACHMENT C

PATENT

US Patent Number	Title	Registration Date
5,068,979	Apparatus for conditioning particulate material	December 3, 1991

TRADEMARKS

TRADEMARK	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY
	REGISTERED	2,368,881	04/25/2000	USA
HEPPENSTALL	REGISTERED	1,152,930	05/05/1981	USA
SAFE-T-TONGS	REGISTERED	729,145	03/27/1962	USA
	REGISTERED	TMDA25333	10/25/1919	CANADA
	REGISTERED	TMA566,466	09/27/2002	CANADA
HEPPENSTALL	REGISTERED	TMA390,975	11/29/1991	CANADA