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 TO: MARK A. PASKAR COMPANY: 211 N. BROADWAY, SUITE 3600

04/20/2011



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3-17-11

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AEROFIL TECHNOLOGY, INC.		03/16/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	800 Market Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association. UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3914247	AEROFIL	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-259-2000		
Email:	ncollora@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 N. Broadway, Suite 3600		
Address Line 4:	St. Louis, MISSOURI 63102-2750		
ATTORNEY DOCKET NUMBER:	0105681		
NAME OF SUBMITTER:	Mark A. Paskar		
Signature:	/Mark A. Paskar/		
Date:	03/17/2011		

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of March 16, 2011 (this "Agreement"), among AEROFIL TECHNOLOGY, INC., a Missouri corporation (the "Grantor"), and BANK OF AMERICA, N.A., a national banking association, (the "Lender").

Reference is made to the Fourth Amended and Restated Loan and Security Agreement, dated as of March 16, 2011 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Aerofil Technology, Inc. (the "Borrower"), and the Lender.

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement, and the other Loan Documents referenced therein. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in Loan Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Lender (and its successors and assigns), for the benefit of the Lender, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, in each case listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

(b) all goodwill of the Grantor's business associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody such goodwill; and

(d) all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender

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Aerofil Trademark Security Agreement

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pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

[Remainder of this page intentionally left blank]

Aerofil Trademark Security Agreement

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

AEROFIL TECHNOLOGY, INC., a Missouri corporation

By: Pat Bergin
Name: PAT BERGIN
Title: President

BANK OF AMERICA, N.A., a national banking association

By: _____
Name: _____
Title: _____

Aerofil Trademark Security Agreement

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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

AEROFIL TECHNOLOGY, INC., a Missouri corporation

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., a national banking association

By: Kevin Gilliam
Name: Kevin Gilliam
Title: SVP

Aerofil Trademark Security Agreement

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SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	File Date	Status
Acrofil	3,914,247	02/01/2011	85-068,756	06/22/2010	Registered

Acrofil Trademark Security Agreement