

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
E.J. Brooks Company		08/25/2011	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	333 S. Grand Ave., 9th Floor		
Internal Address:	Attn: Alex Y. Kim		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3927602	TYDENBROOKS	
Registration Number:	3927599	TYDENBROOKS LEADING THE WAY SECURING THE WORLD	
Registration Number:	3927605	TYDENBROOKS SECURITY PRODUCTS GROUP	
CORRESPONDENCE DATA			
Fax Number:	(415)773-5759		
Phone:	4157735700		
Email:	lpartmann@orrick.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Zachary S. Finley		
Address Line 1:	405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		

CH \$90.00 3927602

ATTORNEY DOCKET NUMBER:	1696-453/1640
NAME OF SUBMITTER:	Zachary S. Finley
Signature:	/Zachary S. Finley/
Date:	01/19/2012
Total Attachments: 5 source=21 Grant of Security Interest (Trademarks) - E.J. Brooks Company 08.25.11#page1.tif source=21 Grant of Security Interest (Trademarks) - E.J. Brooks Company 08.25.11#page2.tif source=21 Grant of Security Interest (Trademarks) - E.J. Brooks Company 08.25.11#page3.tif source=21 Grant of Security Interest (Trademarks) - E.J. Brooks Company 08.25.11#page4.tif source=21 Grant of Security Interest (Trademarks) - E.J. Brooks Company 08.25.11#page5.tif	

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of August 25, 2011, is made by E.J. Brooks Company, a New Jersey corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., a Delaware corporation, Telesis Technologies, Inc., an Ohio corporation, Grantor, Ekstrom Industries, Inc., a Michigan corporation, Stoffel Holding Company, a Delaware corporation, Stoffel Seals Corporation, a New York corporation, and Stoffel Properties Corporation, a New York corporation (each of the foregoing, a "Borrower" and, collectively, the "Borrowers"), the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules A annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or an equivalent office or registry in foreign countries or jurisdictions outside the United States, as specified (collectively, the "Scheduled Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and

Trademark Office or in any similar office or agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether now owned or hereafter acquired by such Grantor, including the Scheduled Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of such Grantor's business symbolized by such trademarks and all customer lists and other records of such Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks (the "Collateral") to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding the foregoing, the security interest created by this Grant of Security Interest shall not extend to any applications for trademarks or service marks filed in the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in commerce is submitted to the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association
333 S. Grand Ave., 9th Floor
Los Angeles, CA 90071
Attention: Alex Y. Kim
Tel. No. (213) 253-6884
Fax No. (213) 628-1188
E-mail: alex.kim@wellsfargo.com

This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

E.J. BROOKS COMPANY,
a New Jersey corporation

By: Paul Baldetti
Name: Paul Baldetti
Title: Chief Financial Officer

[SIGNATURE PAGE TO GRANT OF SECURITY INTEREST (TRADEMARKS)]

TRADEMARK
REEL: 004701 FRAME: 0067

SCHEDULE A TO GRANT OF SECURITY INTEREST

TRADEMARKS

U.S. Trademarks

Mark	(Serial No.) / Registration No.	(App. Date) / Reg. Date	Status
TYDENBROOKS & DESIGN	(77/926,086) / 3,927,602	(02/02/2010) / 03/08/2011	Registered
TYDENBROOKS LEADING THE WAY SECURING THE WORLD & DESIGN	(77/925,756) 3,927,599	(02/02/2010) 03/08/2011	Registered
TYDENBROOKS LEADING THE WAY SECURING THE WORLD & DESIGN	(77/926,680) 3,927,605	(02/03/2010) 03/08/2011	Registered