

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
MSI Acquisition Corp.		08/30/2013	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	1401 S. Brentwood Blvd.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63144
Entity Type:	COMPANY: ILLINOIS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	4154673	V VANTE
Registration Number:	4143318	VV VANTE
Registration Number:	4136138	VV VANTE
Registration Number:	4091805	V VANTE IGNITING INNOVATION
Registration Number:	4091692	IGNITING INNOVATION
Registration Number:	4091686	IGNITING INNOVATION
Registration Number:	4088656	V VANTE IGNITING INNOVATION
Registration Number:	4064149	VANTE
Registration Number:	4060875	VANTE
Registration Number:	4060874	VANTE
Registration Number:	4050236	VV
Registration Number:	4050169	IGNITING INNOVATION
Registration Number:	4050168	IGNITING INNOVATION
Registration Number:	4042897	VANTE

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Registration Number:	4013714	VV VANTE IGNITING INNOVATION
Registration Number:	4013713	VV VANTE IGNITING INNOVATION
Registration Number:	4010215	IGNITING INNOVATION
Registration Number:	4010212	IGNITING INNOVATION
Registration Number:	4003693	VV
Registration Number:	4003509	VANTE
Registration Number:	4003508	VANTE
Registration Number:	4003507	VANTE
Registration Number:	3999308	VANTE
Registration Number:	3995106	VV VANTE
Registration Number:	3995105	VV VANTE
Registration Number:	3994873	VANTE
Registration Number:	3994859	V
Registration Number:	3994862	V
Registration Number:	3994860	V
Registration Number:	3991000	V
Registration Number:	3986864	V
Registration Number:	3450352	SAFFIRE
Registration Number:	3336537	SAFFIRE
Registration Number:	3313349	SAFFIRE
Registration Number:	1891667	PIRF
Registration Number:	1891830	PIRF
Registration Number:	1891678	PIRF
Registration Number:	1891742	PIRF
Registration Number:	1719384	PIRF

CORRESPONDENCE DATA

Fax Number: 3146673633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-552-6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Steven M. Ritchey
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 53725-101163

NAME OF SUBMITTER:

TRADEMARK
REEL: 005111 FRAME: 0412

	Steven M. Ritchey
Signature:	/Steven M. Ritchey/
Date:	09/13/2013
Total Attachments: 8 source=Trademark_Security_Agreement#page1.tif source=Trademark_Security_Agreement#page2.tif source=Trademark_Security_Agreement#page3.tif source=Trademark_Security_Agreement#page4.tif source=Trademark_Security_Agreement#page5.tif source=Trademark_Security_Agreement#page6.tif source=Trademark_Security_Agreement#page7.tif source=Trademark_Security_Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of August 30, 2013, and is by MSI Acquisition Corp., a Missouri corporation ("Grantor"), in favor of The PrivateBank and Trust Company ("Lender").

RECITALS

A. Machine Solutions, Inc., an Arizona corporation, Grantor and Lender have entered into a Loan and Security Agreement dated as of November 21, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations::

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the "Trademark Collateral"). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on

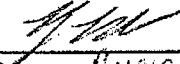
the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MSI Acquisition Corp., a Missouri corporation

By: 
Print Name: Ryan Gable
Title: Chairman

Acknowledged:

The PrivateBank and Trust Company

By: _____
Print Name: Tom Shaner
Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
MSI ACQUISITION CORP.

TRADEMARK
REEL: 005111 FRAME: 0416


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MSI Acquisition Corp., a Missouri corporation

By: _____
Print Name: _____
Title: _____

Acknowledged:






The PrivateBank and Trust Company




By:  _____
Print Name: Tom Shaner
Title: Managing Director








SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT




Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

<u>U.S. Registration No.</u>	<u>Mark</u>	<u>Goods/ Services and Class</u>	<u>Registration Date</u>
4,154,673		Power tools, namely, electromechanical hand held ... (IC 007)	6/5/2012
4,143,318		Power tools, namely, portable and non-portable hand ... (IC 007)	5/15/2012
4,136,138		Power tools, namely, portable and non-portable (IC 007)	5/1/2012
4,091,805		Radio frequency heated temperature control ... (IC 009)	1/24/2012
4,091,692	Igniting Innovation	Power tools, namely, portable and non-portable ... (IC 007)	1/24/2012
4,091,686	Igniting Innovation	Radio frequency electromechanical instruments ... (IC 009)	1/24/2012
4,088,656		Power tools, namely, electromechanical hand held or.... (IC 007)	1/17/2012
4,064,149	Vante	Power tools, namely, hand held or fixed location ... (IC 007)	11/29/2011
4,060,875	Vante	Power tools, namely, electromechanical hand	11/22/2011

		held ... (IC 007)	
4,060,874	Vante	Power tools, namely, portable and fixed location ... (IC 007) Hand tools for forming, extruding, shaping ... (IC 008)	11/22/2011
4,050,236		Hand tools, namely, hand-operated tools for ... (IC 008) Radio frequency powered portable and fixed location... (IC 009)	11/1/2011
4,050,169	Igniting Innovation	Hand held hand-operated tools for evacuating ... (IC 008); Radio frequency powered portable and fixed location ... (IC 009)	11/1/2011
4,050,168	Igniting Innovation	Power tools, namely, electromechanical ... (IC 007) Radio frequency generator systems for welding (IC 009)	11/1/2011
4,042,897	Vante	Power tools, namely, portable and fixed location ... (IC 007); Radio frequency generators for welding thermoplastic materials (IC 009)	10/18/2011
4,013,714	 Vante igniting innovation	Maintenance and/or repair of electrical ... (IC 037)	8/16/2011
4,013,713	 Vante igniting innovation	Distributorship services in the field...(IC 035)	8/16/2011
4,010,215	Igniting Innovation	Distributorships in the field ... (IC 035)	8/9/2011
4,010,212	Igniting Innovation	Maintenance and/or repair of electrical ... (IC 037)	7/26/2011

4,003,693		Radio frequency electromechanical instruments ... (IC 009)	7/26/2011
4,003,509	Vante	Distributorship services in the field... (IC 035)	7/26/2011
4,003,508	Vante	Maintenance and/or repair of electrical ... (IC 037)	7/26/2011
4,003,507	Vante	Power tools, namely, electromechanical hand tools for welding thermoplastic tubing (IC 007)	7/26/2011
3,999,308	Vante	Power tools, namely, portable and non-portable (IC 007)	7/19/2011
3,995,106	 VanteE	Maintenance and/or repair of electrical ... (IC 037)	7/12/2011
3,995,105	 VanteE	Distributorship services in the field ... (IC 035)	7/12/2011
3,994,873	Vante	Radio frequency generator systems for welding ... (IC 009)	7/12/2011
3,994,859	V	Maintenance and/or repair of electrical... (IC 037)	7/12/2011
3,994,859		Maintenance and/or repair of electrical... (IC 037)	7/12/2011
3,994,862		Power tools, namely, portable and non-portable (IC 007)	7/12/2011
3,994,860		Radio frequency generator systems for welding ... (IC 009)	7/12/2011
3,991,000		Power tools, namely, portable and non-portable (IC 007)	7/5/2011

3,986,864		Distributorship services in the field... (IC 035)	6/28/2011
3,450,352		Heating and temperature control apparatus used to seal ... (IC 009)	2/17/2008
3,336,537	SAFFIRE	Heating and temperature control apparatus used to seal ... (IC 009)	11/13/2007
3,313,349		Heating and temperature control apparatus used to seal ... (IC 009)	10/16/2007
1891667	PIRF	Temperature control circuits (IC 009)	4/25/1995
1891830	PIRF	Maintenance and repair services in the field of electrical power supplies ... (IC 037)	4/25/1995
1891678	PIRF	Electrically energized remote heaters (IC 011)	4/25/1995
US 1891742	PIRF	Molds of plaster, ceramic, high temperature plastic and metal ... (IC 020)	4/25/1995
US 1719384	PIRF	Radio frequency heated temperature control apparatus used to seal ... (IC 009)	9/22/1992

Pending Trademark Applications

None.