

02-12-2008



HEET

103481869

To the Director of the U.S. Pat.

...ed documents or the new address(es) below.

2.11.08

**1. Name of conveying party(ies)**  
Advanced Composite Structures, LLC  
Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Name: LV Administrative Services, Inc.  
Internal Address: c/o Laurus Capital Management

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) 1/21/08  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

Street Address: 335 Madison Ave., 10th Fl.  
City: New York  
State: New York  
Country: USA Zip: 10017  
Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**  This document is being filed together with a new application.  
A. Patent Application No.(s)  
See Attached

B. Patent No.(s)  
See Attached

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Marc Press, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: Court Plaza North  
25 Main Street  
City: Hackensack  
State: NJ Zip: 07601  
Phone Number: 201-525-6271  
Fax Number: 201-678-6271  
Email Address: mpress@coleschotz.com

**6. Total number of applications and patents involved:** 1  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**  
a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Marc P. Press  
Signature  
Marc P. Press  
Name of Person Signing

2/5/07  
Date

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

01 FC:8021

48.00 OF

**Section 4 Attachment to**

**Recordation Form Cover Sheet**

Conveying Party: Advanced Composite Structures, LLC

Receiving Party: LV Administrative Services, Inc.

**PATENT LICENSES**

<u>Name and Date of License</u>	<u>Exclusive/Non-Exclusive</u>	<u>Patent</u>	<u>Registration Number</u>
Patent Technology and License Agreement, dated January 9, 2004, as amended	Exclusive in North America	Process for Producing of a Honeycomb Structure and Honeycomb Structure so Produced	Serial No. 5,683,782

## GRANT OF SECURITY INTEREST

### IN TRADEMARKS AND PATENTS

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of January 21, 2008, is executed by Advanced Composite Structures, LLC, a New Mexico limited liability company and debtor (the "Grantor"), in favor of LV Administrative Services, Inc. (the "Secured Party").

A. Pursuant to a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by and between the Secured Party, as Administrative and Collateral Agent, the Lenders from Time to Time Party thereto, and the Grantor, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide it with financial accommodations.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration of patents in the United States Patent and Trademark Office, and/or is using patents pursuant to patent licenses, as more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the

Grant

43520/0008-2371787v2

PATENT  
REEL: 020507 FRAME: 0193

Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.


3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

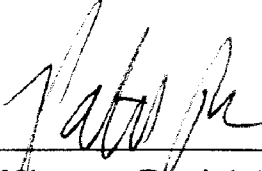
*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

**ADVANCED COMPOSITE  
STRUCTURES, LLC**

By:   
Name: **R. COLLINS**  
Title: **CEO**

**LV ADMINISTRATIVE SERVICES,  
INC.**

By:   
Name: **Patrick Regan**  
Title: **Authorized Signatory**

**SCHEDULE 1 TO GRANT OF SECURITY INTEREST**

**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
ACS and Design	2773124	October 14, 2003	United States
ACS Thermaplaz	76366919	February 5, 2002	United States
ACS Thermaplaz	76366920	February 5, 2002	United States

Grant

43520/0008-2371787v2

**SCHEDULE 2 TO GRANT OF SECURITY INTEREST**

**PATENTS AND PATENT APPLICATIONS**

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>
None			

**PATENT LICENSES**

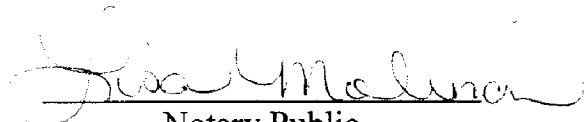
<u>Name and Date of License</u>	<u>Exclusive / Non-Exclusive</u>	<u>Patent</u>	<u>Registration Number</u>	<u>Country</u>
Patent and Technology License Agreement, dated January 9, 2004, as amended	Exclusive in North America	Process for Producing of a Honeycomb Structure and Honeycomb Structure so Produced	Serial No. 5,683,782	United States

Grant

43520/0008-2371787v2

STATE OF New Mexico  
COUNTY OF Sandoval ) ss.:

On this 23<sup>rd</sup> day of January, 2008 before me personally came Rosely  
Cocenas who, being by me duly sworn, did state as follows: that [s]he is  
CEO of Advanced Composite Structures, LLC that [s]he is authorized to execute the  
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the sole  
member of said limited liability company.

  
Notary Public

Grant

43520/0008-2371787v2