

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Tex-Tech Industries, Inc.	06/30/2010

RECEIVING PARTY DATA

Name:	The Peninsula Fund IV Limited Partnership
Street Address:	c/o Peninsula Capital Partners L.L.C.
Internal Address:	535 Griswold Street, Suite 2050
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	7101818
Patent Number:	6884321
Patent Number:	6790795
Patent Number:	6579396
Patent Number:	6383623
Patent Number:	6212355
Patent Number:	6696374
Patent Number:	6959855
Patent Number:	7632766
Patent Number:	7631405

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214-758-1509

OP \$400.00 7101818

Email: wwalker@pattonboggs.com
Correspondent Name: Vicky Walker
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009122.0112
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NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
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Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2010, between the undersigned (the "Grantor"), and The Peninsula Fund IV Limited Partnership, acting in the capacity as administrative agent and collateral agent for the benefit of itself and the other Secured Parties (in such capacity, the "Successor Agent").

WITNESSETH:

WHEREAS, Borrower has entered into that certain Credit Agreement dated as of January 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the guarantors party thereto (the "Guarantors"), and collectively with the Borrower, the "Credit Parties"), the lenders party thereto and NewStar Financial, Inc., as administrative agent and collateral agent (the "Existing Agent"), pursuant to which the lenders party thereto agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, pursuant to the Security Agreement, dated as of January 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors party thereto and Existing Agent, the Grantor granted to the Existing Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the IP Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS, Existing Agent and Successor Agent have entered into that certain Assignment and Acceptance Agreement dated as of June 30, 2010 among Existing Agent, certain affiliates of Existing Agent, Successor Agent, Borrower and certain affiliates of Borrower (the "Assignment and Acceptance Agreement"), pursuant to which Successor Agent has replaced Existing Agent as administrative agent and collateral agent under the Credit Agreement;

WHEREAS, on June 30, 2010, the Lenders purchased all outstanding indebtedness under the Credit Agreement from each of the agent and lenders party thereto, resulting in the Lenders being the sole holder of all such indebtedness;

WHEREAS, the Credit Parties requested that the Successor Agent and the Lender enter into that certain Amended and Restated Credit Agreement dated as of June 30, 2010 among the Credit Parties, the lenders from time to time party thereto and the Successor Agent (the "Amended and Restated Credit Agreement"), which Amended and Restated Credit Agreement amends and restates the Credit Agreement in its entirety as more particularly set forth therein;

WHEREAS, the Credit Parties have entered into that certain Omnibus Ratification and Confirmation Agreement in favor of Successor Agent dated as of June 30, 2010 in which the Credit Parties of the Security Agreement confirm the grant of the security interest in the Collateral;

WHEREAS the parties to the Amended and Restated Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Amended and Restated Credit Agreement) shall occur and be continuing, the Successor Agent shall have all rights of a secured party in and to the IP Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Amended and Restated Credit Agreement in connection with all of the Grantors' right, title and interest in the IP Collateral; and

WHEREAS pursuant to the Amended and Restated Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Patents and Trademarks

The Grantor hereby grants to the Successor Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the Patents and Trademarks, including the Patents and Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "IP Collateral").

Section 3. Security for Obligations

This Agreement secures, and the IP Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Successor Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Successor Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.

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 agreement.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

TEX-TECH INDUSTRIES, INC.

By:  _____

Name: Ciaran F. Lynch

Title: President and Chief Executive Officer

[signature page to IP Security Agreement]

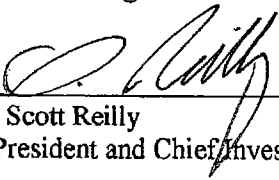
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SUCCESSOR AGENT:

**THE PENINSULA FUND IV LIMITED
PARTNERSHIP,
as Administrative Agent and Collateral Agent**

**By: Peninsula Fund IV Management L.L.C.
Its: General Partner**

**By: Peninsula Capital Partners L.L.C.
Its: Manager**

**By:  _____
Name: Scott Reilly
Title: President and Chief Investment Officer**

SCHEDULE A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. REGISTERED PATENTS

Owner	Patent	Jurisdiction	Patent Number
Tex-Tech Industries, Inc. (Assignee)	Enhanced energy absorbing materials (ballistic fabric)	USA Canada Europe	7,101,818
Tex-Tech Industries, Inc. (Assignee)	Fire Blocking Paper	USA Canada Mexico Europe	6,884,321
Tex-Tech Industries, Inc. (Assignee)	Fire Blocking Fabric	USA	6,790,795
Tex-Tech Industries, Inc. (Assignee)	High Performance Insulation (Divisional)	USA Canada Mexico Europe	6,579,396
Tex-Tech Industries, Inc. (Assignee)	High Performance Insulation	USA	6,383,623
Tex-Tech Industries, Inc. (Assignee)	Oil Metering Supply Apparatus and Method for Applying an Evenly Distributed Release Oil onto a Fuser Roller	USA	6,212,355
Tex-Tech Industries, Inc. (Licensee)	Carbon-based Weld Blanket	USA	6,696,374
Tex-Tech Industries, Inc. (Licensee)	Carbon-based Weld Blanket (Divisional)	USA	6,959,855
Tex-Tech Industries, Inc. (Assignee)	Thermal and Acoustic Insulation Fabric	USA	7,632,766
Tex-Tech Industries, Inc. (Assignee)	Enhanced Energy Absorbing Materials	USA Canada Europe	7,631,405

B. PENDING PATENTS

Owner	Patent	Jurisdiction	Application Number
None			

C. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Registration Number
Tex-Tech Holdings, Inc.	Baso-Tex	USA	3694012
Tex-Tech Holdings, Inc.	Core Matrix Technology	USA	3739218

B. PENDING TRADEMARKS

Owner	Trademark	Jurisdiction	Application Number
None			