

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Rostra Precision Controls, Inc.
Rostra Tool Company

- Individual(s)
- General Partnership
- Corporation- State: DE: CT
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 19, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Street Mezzanine Partners II, L.P.

Internal

Address: White Plains Plaza

Street Address: 445 Hamilton Avenue, Suite 1103

City: White Plains

State: NY

Country: US Zip: 10601

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship DE
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,780,058; 1,255,864; 2,912,427

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Hwy
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

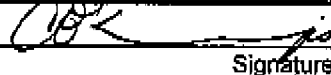
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-3545

Authorized User Name Christopher E. Kondracki

9. Signature:


Signature

1/4/06
Date

Christopher E. Kondracki

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

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, VA 22313-1450

CH \$90.00 193545 1780058

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT is dated as of September 19, 2005, among **Rostra Precision Controls, Inc.**, a Delaware corporation ("Licensor"), **Rostra Tool Company**, a Connecticut corporation ("Assignor") and **Fifth Street Mezzanine Partners II, L.P.**, a Delaware limited partnership (the "Lender").

WHEREAS, Licensor is the owner of the trademark and tradename **ROSTRA**; and

WHEREAS, Licensor has granted to Assignor (as Licensee), an exclusive, perpetual, worldwide, fully paid, royalty-free and freely assignable license to use, inter alia, such trademark and trade name, as all more particularly set forth in a certain Trademark License Agreement of even date or approximately even date between Licensor and Assignor (the "License Agreement"); and

WHEREAS, the Assignor and the Lender are parties to a Credit Agreement dated of even date herewith (as amended and in effect from time to time, the "Agreement"), between, inter alia, the Assignor and the Lender;

WHEREAS, it is a condition precedent to the Lender's making any loans or otherwise extending credit to the Assignor under the Agreement that the Assignor execute and deliver to the Lender a Trademark Agreement in substantially the form hereof;

WHEREAS, pursuant to the Agreement, the Assignor has granted to the Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the Trademarks and Trademark applications listed on Schedule A attached hereto, all to secure the payment and performance of the obligations of Assignor to Lender under the Agreement, the Notes and the Documents (as such terms are defined in the agreement) (such obligations of Assignor to Lender are hereinafter referred to as the "Obligations"); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

PTO. The United States Patent and Trademark Office.

TRADEMARK

REEL: 003272 FRAME: 0800

Trademark Agreement. This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Trademark Collateral. All of the Assignor's right, title and interest in and to all of the Trademarks, Tradenames, Domain Name (as defined in the License Agreement), the Mark (as defined in the License Agreement), the Trademark License Rights, and all other Trademark Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements, written or oral, in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, or Trademark Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademarks; the right (but not the obligation) to register claims under any federal, state or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements of or any other damages or injury to the Trademarks or the Trademark Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Trademark License Rights.

Trademarks. All trademarks and trademark applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, and however defined or classified under (i) Article 9, or (ii) Revised Article 9, including but not limited to:

(a) the trademarks and trademark applications listed on Schedule A hereto and all rights, including license rights, to the trademarks and trade names set forth on Schedule A (as the same may be amended pursuant hereto from time to time);

(b) all trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now and existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the PTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including without limitation, any thereof referred to in the Agreement;

(c) all re-issues, continuations, divisions, continuations-inpart, renewals or extensions thereof,

(d) the right (but not the obligation) to make and prosecute applications for such Trademarks.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE LENDER ASSUMES NO LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (i) Schedule A attached hereto sets forth a true and complete list of all trademark registrations and trademark applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (iii) to the best of the Assignor's knowledge, each of the issued Trademarks is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the issued Trademarks or Trademark Rights; (v) to the best of the Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge there is no infringement by the Assignor of the trademark rights of others; (vi) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses and covenants by the Assignor not to sue third persons, other than the security interest created by the Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and perform its terms and has entered; (viii) this Trademark Agreement, together with the Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Trademark Collateral upon making the filings referred to in clause (ix) of this Section 3; and (ix) except for the filing of financing statements with Secretary of State for the State of Connecticut under the Uniform Commercial Code and the filing of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (1) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (2) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. No Transfer or Inconsistent Agreements. Without the Lender's prior written consent and except for licenses of the Trademark Collateral in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Trademark Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Agreement.

5. After-Acquired Trademarks, etc.

5.1 After-Acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new trademarks or trademark applications, or become entitled to the benefit of any trademark application or trademark or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Trademark Collateral or any improvement on any of the Trademark Collateral, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly give to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to transfer title thereto to the Lender.

5.2 Amendment to Schedule. The Assignor authorizes the Lender to modify this Trademark Agreement, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto to include any future or other Trademarks or Trademark Rights under Section 2 or Section 5 hereof.

6. Trademark Prosecution.

6.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Lender in connection with the Lender's title to any of the Trademark Collateral or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel acceptable to the Lender.

6.2 Assignor's Duties, etc. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to make application for unregistered Trademarks but unique Trademarks and to preserve and maintain all rights in the Trademarks, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Trademarks. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. If commercially reasonable in Assignor's reasonable judgment, the Assignor shall not abandon any filed trademark application, or any pending trademark application or trademark, without the consent of the Lender, which consent shall not be unreasonably withheld. The Lender hereby appoints the Assignor as its agent, effective upon Event of Default, for all matters referred to in the foregoing provisions of this Section 6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Lender may terminate such agency by providing written notice of termination to the Assignor.

6.3 Assignor's Enforcement Rights. The Assignor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Trademarks and the Trademark Rights. The Lender shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this Section 6.

6.4 Protection of Trademarks, etc. If commercially reasonable in Assignor's reasonable judgment, in general, the Assignor shall take any and all such actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Trademark Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, which would affect the validity, grant or enforcement of any of the material Trademark Collateral.

6.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or the Assignor's rights, title or interests in and to

any of the Trademark Collateral, and of any event which does or reasonably could materially adversely affect the value of any of the Trademark Collateral, the ability of the Assignor or the Lender to dispose of any of the Trademark Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademark Collateral).

7. Reserved.

8. Remedies. If any Event of Default shall have occurred and be continuing, then upon notice by the Lender to the Assignor: (i) the Assignor shall immediately cease and desist from the practice, use and sale of the Trademark Collateral; and (ii) the Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement, the Agreement and the other Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and any other relevant jurisdiction and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademark Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademark Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Agreement. Notice of any sale, license or other disposition of any of the Trademark Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other disposition of such Trademark Collateral is to be made or after which any private sale or other disposition of such Trademark Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademark Collateral or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use any of the Trademark Collateral, to practice, use or sell Trademark Collateral, to grant or issue any exclusive or nonexclusive license of any of the Trademark Collateral to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct or failure to act in a commercially reasonable manner). This power of attorney shall be irrevocable for the duration of this Trademark Agreement for so long as any Event of Default has occurred and is continuing.

11. **Further Assurances.** The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in any of the Trademark Collateral.

12. **Termination.** At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Lender pursuant hereto or the Agreement.

13. **Course of Dealing.** No course of dealing among the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. **Expenses.** Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Trademark Collateral, shall be borne and paid by the Assignor.

15. **Overdue Amounts.** Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Trademark Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Agreement.

16. **No Assumption of Liability; Indemnification.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARK COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, USE OR SALE OF ANY OF THE TRADEMARK COLLATERAL, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. Rights and Remedies Cumulative. All of the Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Trademark Agreement is supplemental to the Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Lender contained therein. Nothing contained in this Trademark Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Trademark Collateral granted to the Lender under the Agreement.

18. Notices. All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 30 East Industrial Road, Branford, Connecticut 06504, Attention: Richard A. Steiner, President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and

(b) if to the Lender, Fifth Street Mezzanine Partners II, L.P., White Plains Plaza, 445 Hamilton Avenue, Suite 1103, White Plains, New York 10601, Attention: General Counsel or at such other address for notice as the Lender shall last have furnished in wiring to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

19. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in Section 5.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. Governing Law; Consent to Jurisdiction. **THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. Waiver of Jury Trial. **THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.** Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise,

that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Agreement and the other Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 21.

22. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Agreement, the provisions of the Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

23. Consent to Assignment. Licensor hereby consents to the assignment of this Agreement and each of Licensor and Assignor agree that they shall not amend, terminate or suspend the License Agreement without the prior written consent of the Lender.

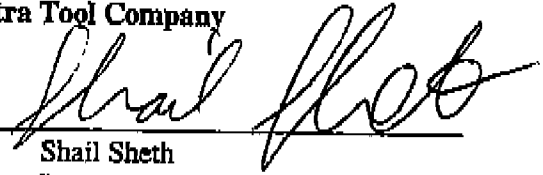
[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

Rostra Tool Company

By



Shail Sheth
Its President

Fifth Street Mezzanine Partners II, L.P.

By _____

Name:

Title:

Paragraph 23 is consented to:

Rostra Precision Controls, Inc.

By



Its **CHAIRMAN**

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written,

Rostra Tool Company

By _____
Richard A. Steiner
Its President

Fifth Street Mezzanine Partners II, L.P.

By Bernard Bernum
Name: Bernard Bernum
Title: Executive Vice President of
Fifth Street Mezzanine Partners II, L.P.
its General Partner

Paragraph 23 is consented to:
Rostra Precision Controls, Inc.

By _____

Its

SCHEDULE A**ROSTRA****Rostra Tool Trademarks**

Trademark	Registration No.	Registration Date
EASY-TRIP*	1,780,058	07/06/93
CIRCLE-SIZER	1,255,864	11/01/93
SOFT-TOUCH	2,912,427	12/21/04

*This trademark has expired.

Rostra Tool Licenses (other than with Licensor)

1. The Assignor uses the names "Sargent" and "Sargent Tools" and "Sargent Quality Tools" as trade names, pursuant to a Trademark License Agreement, dated as of April 30, 1998, by and between Sargent Manufacturing Company and Rostra Tool.

913144.2