

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest in Trademark Rights - Second Lien		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Heckethorn Manufacturing Co., Inc.		07/21/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lehman Commerical Paper Inc., as Administrative Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1199482	HECO	
<b>Registration Number:</b>	1032779	HECO DYNA-GRIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	053113/1959		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$65.00 1199482

Date:

08/08/2006

**Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of July 21, 2006, is made by Heckethorn Manufacturing Co., Inc., a Delaware corporation (the "Grantor"), in favor of Lehman Commercial Paper Inc., as Administrative Agent (the "Agent") for the Lenders (as defined in the Second Lien Credit Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Credit Agreement, dated as of July 21, 2006, among BHM Technologies, LLC (the "Borrower"), the Agent, and the banks and other financial institutions (the "Lenders") from time to time parties thereto (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of July 21, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their extensions of credit and other financial accommodations to the Borrower pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment and performance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Patent Rights to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HECKETHORN MANUFACTURING CO., INC.


By: Ray Vanderkooi  
Name: RAY VANDERKOOI  
Title: ASSISTANT SECRETARY

Trademark Second Lien Security Interest (Heckethorn)

TRADEMARK  
REEL: 003364 FRAME: 0383

STATE OF )  
 ) ss  
COUNTY OF )

On the 21 day of July, 2006, before me personally came RAY VANDEIZKOOI  
who is personally known to me to be the ASSISTANT SECRETARY of Heckethorn Manufacturing  
ASSISTANT SECRETARY Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the  
in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

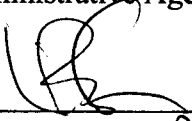


Notary Public

**SARAH SUMSION**  
**Notary Public, State of New York**  
**No. 01SU6116600**  
**Qualified in Queens County**  
**Commission Expires Oct. 4, 2008**

(PLACE STAMP AND SEAL ABOVE)

LEHMAN COMMERCIAL PAPER INC.  
as Administrative Agent for the Lenders

By:  \_\_\_\_\_

Name: *Laurre Perper*

Title: *Signatory*


Trademark Second Lien Security Interest (Heckethorn)

STATE OF New York )  
 ) SS  
COUNTY OF New York )

*Lehman Commercial Paper, Inc*  
*gm*

On the 21<sup>st</sup> day of July, 2006, before me personally came Ms. Laurie Perper  
who is personally known to me to be the Secretary of ~~Heckthorn Manufacturing~~  
~~Co., Inc.~~, a <sup>New York</sup> Delaware corporation; who, being duly sworn, did depose and say that she/he is the  
Adm. Agent for Lender in such corporation, the corporation described in and which  
executed the foregoing instrument; that she/he executed and delivered said instrument pursuant  
to authority given by the Board of Directors of such corporation; and that she/he acknowledged  
said instrument to be the free act and deed of said corporation.

NOOR TANRITANIR  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01TA6096954  
QUALIFIED IN KINGS COUNTY  
COMMISSION EXPIRES AUG. 11, 2007

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademarks**

<b>Trademark Description</b>	<b>Registration No.</b>	<b>Registration Date</b>
HECO	1,199,482	6/29/82
HECO DYNA-GRIP	1,032,779	2/10/76

053113-1959-02908-NY02.2537810.1

**RECORDED: 08/08/2006**

**TRADEMARK  
REEL: 003364 FRAME: 0387**