

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Atlantic Inertial Systems Limited		08/20/2007	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	209 S. LaSalle Street, Suite 500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	Limited Liability Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2892576	MINK
Registration Number:	2619712	SI
Registration Number:	2611603	SIARS
Registration Number:	2593782	SIIMU
Registration Number:	2593791	SIISA
Registration Number:	2859463	SINAV
Registration Number:	2552036	SIRIG
Registration Number:	2527091	SIRRS
Registration Number:	2587444	SIVRG
Registration Number:	2569437	SIVSG
Registration Number:	1852230	TERPROM
Registration Number:	2785285	TERPROM EAGLE OWL
Registration Number:	2600278	

CH \$340.00 2892576

CORRESPONDENCE DATA

Fax Number: (917)777-3059
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3059
Email: sgrenald@skadden.com
Correspondent Name: Jennifer Ward
Address Line 1: 4 Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/30
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/jw/
Date:	10/09/2007

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of August 20, 2007, by ATLANTIC INERTIAL SYSTEMS LIMITED, a private limited company incorporated in England and Wales with registered number 6208660, whose registered office is at 21 Tudor Street, London, EC4Y 0DJ, United Kingdom (the “Assignor”), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 209 S. LaSalle Street, Suite 500, Chicago, Illinois 60604, as agent and trustee for the Secured Creditors (the “Assignee”).

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Assignor and Assignee, in its capacity as collateral agent, have entered into that certain Debenture, dated as of August 20, 2007 (the “Debenture”), in favor of the Assignee; and

WHEREAS, in connection with the Debenture, the Assignor agreed to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to secure the payment, discharge and performance of all the Secured Liabilities, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms not otherwise expressly defined in this Trademark Security Agreement shall have the meanings given to them in the Debenture. For purposes of this Trademark Security Agreement, the following terms shall have the following meaning:

“Intellectual Property Rights” means (a) any know-how, patent, trade mark, service mark, design, business name, domain name, topographical or similar right; (b) any copyright, data base or other intellectual property right; or (c) any interest (including by way of licence) in the above, in each case whether registered or not, and includes any related application.

“Security Interest” means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect.

SECTION 2. Grant of Security Interest. As security for the payment, discharge and performance of all the Secured Liabilities, the Assignor hereby grants and creates, in favor of the Collateral Agent, a Security Interest with full title guarantee in and first fixed charge of all

of the Assignor's rights in respect of any Intellectual Property Rights, including without limitation, those described in Schedule I of this Trademark Security Agreement (collectively, the "Intellectual Property Security Assets").

SECTION 3. Debenture. The Security Interest created pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interest created in favor of the Assignee pursuant to the Debenture and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the Security Interest in the Intellectual Property Security Assets made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Trademark Security Agreement conflicts with the Debenture, the provisions of the Debenture shall control and prevail.

SECTION 4. Termination. Upon the payment and discharge in full of the Secured Liabilities and at the request of the Assignor, Assignee shall take whatever action is reasonably necessary to release, re-assign and/or discharge (as appropriate) the Security Interest in the Intellectual Property Security Assets under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

ATLANTIC INERTIAL SYSTEMS
LIMITED, as Assignor

By: 
Name: Stephen L. Brooks
Title: Director

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By: _____
Name:
Title:


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

ATLANTIC INERTIAL SYSTEMS
LIMITED, as Assignor

By: _____
Name:
Title:

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

By:  _____
Name: CLARK C. KING III
Title: MANAGING DIRECTOR


MICHAEL C. COLIAS
DIRECTOR

SCHEDULE I

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
U.S.	MINK	2892576	10/12/2004
U.S.	Si LOGO	2619712	9/17/2002
U.S.	SiARS	2611603	8/27/2002
U.S.	SiIMU	2593782	7/16/2002
U.S.	SiISA	2593791	7/16/2002
U.S.	SiNAV	2859463	7/6/2004
U.S.	SiRIG	2552036	3/26/2002
U.S.	SiRRS	2527091	1/8/2002
U.S.	SiVRG	2587444	7/2/2002
U.S.	SiVSG	2569437	5/14/2002
U.S.	TERPROM®	1852230	9/6/1994
U.S.	TERPROM® EAGLE OWL	2785285	11/25/2003
U.S.	VSG LEG LOGO	2600278	7/30/2002