

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rostra Precision Controls, Inc.		03/18/2008	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

Name:	Bank of Montreal, as administrative agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3334646	COMFORT SEAT
Registration Number:	3045500	REARSIGHT
Registration Number:	2979337	PARKPILOT
Registration Number:	2995693	COMFORT HEAT
Registration Number:	2910682	GLOBAL CRUISE
Registration Number:	2841047	SDS
Registration Number:	2718170	REARSENTRY
Registration Number:	2673251	FIRE CONTROL
Registration Number:	2643444	ROSTRA
Registration Number:	2643442	ROSS
Serial Number:	78797774	BABYCAM

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900102295**

**TRADEMARK  
 REEL: 003745 FRAME: 0243**

**CH \$290.00 3334646**

Phone: (312) 845-3430  
Email: kalwa@chapman.com  
Correspondent Name: Richard Kalwa  
Address Line 1: 111 West Monroe Street  
Address Line 2: Chapman and Cutler LLP  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1680446
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	03/24/2008

Total Attachments: 4  
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## TRADEMARK COLLATERAL AGREEMENT

This 18th day of March, 2008, ROSTRA PRECISION CONTROLS, INC., a Connecticut corporation ("*Debtor*"), with its principal place of business and mailing address at 2519 Dana Drive, Laurinburg, North Carolina 28352, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of even date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").


~~Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.~~

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

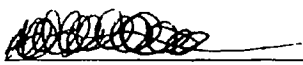
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSTRA PRECISION CONTROLS, INC.

By   
Name: Douglas Keating  
Its: Vice President

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature Page to Rostra Precision Controls, Inc. Trademark Collateral Agreement]

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

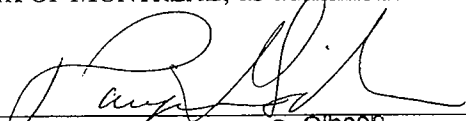
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSTRA PRECISION CONTROLS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

BANK OF MONTREAL, as administrative agent

By  \_\_\_\_\_  
Name: Danjuma G. Gibson  
Its: Vice President

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
COMFORT SEAT	3,334,646	11/13/2007
REARSIGHT	3,045,500	01/17/2006
PARKPILOT	2,979,337	07/26/2005
COMFORT HEAT	2,995,693	09/13/2005
GLOBAL CRUISE	2,910,682	12/14/2004
SDS	2,841,047	05/11/2004
REARSENTRY	2,718,170	05/20/2003
FIRE CONTROL	2,673,251	01/07/2003
ROSTRA	2,643,444	10/29/2002
ROSS	2,643,442	10/29/2002

**PENDING FEDERAL TRADEMARK APPLICATIONS**

MARK	SERIAL NO.	FILED
BABYCAM	78/797,774	01/24/2006