

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIT Group/Business Credit, Inc.		05/28/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	300 Galleria Parkway
Internal Address:	Suite 800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0900588	APOLLO
Registration Number:	2412903	APOLLO ACTUATOR READY
Registration Number:	2373769	APOLLO AR
Registration Number:	2530525	APOLLO INTERNATIONAL
Registration Number:	1118628	BALL-CONE
Registration Number:	1106566	CII
Registration Number:	0842720	CONBRACO
Registration Number:	0555462	CONBRACO
Serial Number:	78758872	APOLLO-PRESS
Serial Number:	78360689	DEFENDER

CORRESPONDENCE DATA

Fax Number: (404)522-8409

900122029

**TRADEMARK
 REEL: 003898 FRAME: 0021**

CH \$265.00 0900588

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

Phone: 404-420-5527
Email: rbirdwell@phrd.com
Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHRD
Address Line 1: 285 Peachtree Center Avenue
Address Line 2: Suite 1500
Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	2689-53 CONBRACO
NAME OF SUBMITTER:	Douglas A. Nail
Signature:	/DAN/
Date:	12/04/2008

Total Attachments: 13

source=Assignment - Trademark - Conbraco#page1.tif
source=Assignment - Trademark - Conbraco#page2.tif
source=Assignment - Trademark - Conbraco#page3.tif
source=Assignment - Trademark - Conbraco#page4.tif
source=Assignment - Trademark - Conbraco#page5.tif
source=Assignment - Trademark - Conbraco#page6.tif
source=Assignment - Trademark - Conbraco#page7.tif
source=Assignment - Trademark - Conbraco#page8.tif
source=Assignment - Trademark - Conbraco#page9.tif
source=Assignment - Trademark - Conbraco#page10.tif
source=Assignment - Trademark - Conbraco#page11.tif
source=Assignment - Trademark - Conbraco#page12.tif
source=Assignment - Trademark - Conbraco#page13.tif

ASSIGNMENT AND TRANSFER AGREEMENT

Reference is made to the Amended and Restated Financing Agreement dated April 28, 2006 (as amended, restated supplemented or otherwise modified and in effect from time to time, the "Financing Agreement") among Conbraco Industries, Inc., a North Carolina corporation (the "Company"), the financial institutions from time to time party thereto, as lenders (collectively, the "Lenders", and individually, each a "Lender"), The CIT Group/Business Credit, Inc, a New York corporation, as agent for the Lenders (in such capacity, the "Agent"), and CIT Capital Securities LLC, as Arranger. Capitalized terms used in this Assignment and Transfer Agreement (this "Agreement") and not otherwise defined shall have the meanings given to such terms in the Financing Agreement. This Agreement, between the Assignor (as defined and set forth on Schedule 1, which is made a part of this Agreement) and the Assignee (as defined and set forth on Schedule 1) is effective as of Effective Date (as set forth on Schedule 1).

1. The Assignor hereby irrevocably sells and assigns to the Assignee, without recourse to the Assignor, and the Assignee hereby irrevocably purchases and assumes from the Assignor, without recourse to the Assignor, as of the Effective Date, an undivided interest (the "Assigned Interest") in and to all of the Assignor's rights and obligations under the Financing Agreement respecting those, and only those, portions of the financing facilities contained in the Financing Agreement as are set forth on Schedule 1 (collectively, the "Assigned Facilities"), for a purchase price equal to the outstanding principal amount of Assigned Interest.

2. The Assignor: (i) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Financing Agreement or any other instrument, document or agreement executed or delivered in connection therewith (collectively the "Loan Documents"), or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Financing Agreement, any Collateral thereunder or any of the other Loan Documents, other than a representation and warranty that the Assignor is the legal and beneficial owner of the Assigned Interest and that the Assigned Interest is free and clear of any adverse claim; and (ii) makes no representation or warranty and assumes no responsibility with respect to (x) the financial condition of the Company, or (y) the performance or observance by the Company of any of its obligations under the Financing Agreement or any of the Loan Documents.

3. The Assignee (i) represents and warrants that it is legally authorized to enter into this Agreement, (ii) confirms that it has received a copy of the Financing Agreement as amended through the Effective Date, together with the copies of the most recent financial statements of the Company, and such other documents and information as the Assignee has deemed appropriate to make its own credit analysis, (iii) agrees that the Assignee will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as the Assignee shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Financing Agreement, (iv) appoints and authorizes the Agent to take such action as agent on the Assignee's behalf and to exercise such powers under the Financing Agreement as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto, (v) agrees that the Assignee will be bound by the provisions of the Financing Agreement and will perform in accordance with its terms all the obligations which by the terms of the Financing Agreement are required to be

performed by it as Lender, and (vi) if the Assignee is organized under the laws of a jurisdiction outside the United States, attaches the forms prescribed by the IRS certifying as to the Assignee's exemption from United States withholding taxes with respect to all payments to be made to the Assignee under the Financing Agreement or such other documents as are necessary to indicate that all such payments are subject to such tax at a rate reduced by an applicable tax treaty.

4. Following the execution of this Assignment and Transfer Agreement (including the written consent of the Company), such agreement will be delivered to the Agent for acceptance by the Agent, effective as of the Effective Date.

5. Upon such acceptance, from and after the Effective Date, the Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee, whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all other appropriate adjustments in payments for periods prior to the Effective Date made by the Agent or with respect to the making of this assignment directly between themselves.

6. From and after the Effective Date, (i) the Assignee shall be a party to the Financing Agreement and, to the extent provided in this Agreement, have the rights and obligations of a Lender thereunder, and (ii) the Assignor shall, to the extent provided in this Agreement, relinquish its rights and be released from its obligations under the Financing Agreement.

7. The Assignor, the Assignee and, by its consent hereto, the Company, each acknowledges and agrees that (a) the purchase price for the Assigned Interest, as set forth on Annex A to Schedule 1 to this Assignment and Transfer Agreement, includes cash collateral in the amount of \$1,139,250 (the "Cash Collateral") with respect to the Assignor's continuing obligations under and with respect to Letter of Credit No. T-245031, as amended, and Letter of Credit No. T-241488, as amended (collectively, the "Existing L/Cs"), (b) the Cash Collateral shall be held under the exclusive control, of the Assignor, (c) neither the Assignee nor the Company shall be entitled to any interest or earnings on or with respect to the Cash Collateral, (d) the Assignor shall be entitled, without any further notice to the Assignee or the Company, to apply the Cash Collateral as payment or reimbursement for any draws on the Existing L/Cs, any payments made by the Assignor with respect to any such draws, or to any fees, expenses or other liabilities or obligations of the Assignor relating to the Existing L/Cs, and (e) in the event the Assignee arranges for the replacement of either or both of the Existing L/Cs, the Assignor shall, promptly following the Assignor's receipt of all such documents and agreements as the Assignor may require to evidence that the Assignor no longer has any liabilities or obligations under or with respect to any such replaced Existing L/C (including, without limitation, a written confirmation from the issuer of such replaced Existing L/C that such replaced Existing L/C has been cancelled), remit to the Assignee by wire transfer of immediately available funds the portion of the Cash Collateral relating to such replaced Existing L/Cs.

8. **THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT AND TRANSFER AGREEMENT SHALL BE GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO**

THE PRINCIPLES OF CONFLICTS OF LAW THAT REQUIRE OR PERMIT APPLICATION OF THE LAWS OF ANY OTHER STATE OR JURISDICTION, BUT INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on Schedule 1 hereto.

Schedule 1 to Assignment and Transfer Agreement

Name of Assignor: THE CIT GROUP/BUSINESS CREDIT, INC.

Name of Assignee: BANK OF AMERICA, N.A.

Effective Date of Assignment: May 28, 2008

<u>Assigned Facilities</u>	<u>Percentage of Facilities Assigned</u>	<u>Amount</u>
Revolving Line of Credit	62.9629630%	\$21,169,259.74 ¹
Term Loan	62.9629630%	\$10,681,216.93
	Total	<u>\$31,850,476.67</u>

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Transfer Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

ASSIGNOR:

THE CIT GROUP, BUSINESS CREDIT, INC.

By: Howard K
Howard Trebach, Vice President

ASSIGNEE:

BANK OF AMERICA, N.A.

By: _____
Laura Kemper Glass,
Senior Vice President

Accepted and consented to by the Agent:

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: Howard K
Howard Trebach, Vice President

Consented to by the Company:

CONBRACO INDUSTRIES, INC.

By: _____
Eric Miller, Treasurer

¹ See Annex A to this Schedule 1 to Assignment and Transfer Agreement for a breakdown of the amount of the Revolving Line of Credit.

Schedule 1 to Assignment and Transfer Agreement

Name of Assignor: THE CIT GROUP/BUSINESS CREDIT, INC.

Name of Assignee: BANK OF AMERICA, N.A.

Effective Date of Assignment: May 28, 2008

<u>Assigned Facilities</u>	<u>Percentage of Facilities Assigned</u>	<u>Amount</u>
Revolving Line of Credit	62.9629630%	\$21,169,259.74 ¹
Term Loan	62.9629630%	\$10,681,216.93
	Total	<u>\$31,850,476.67</u>

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Transfer Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

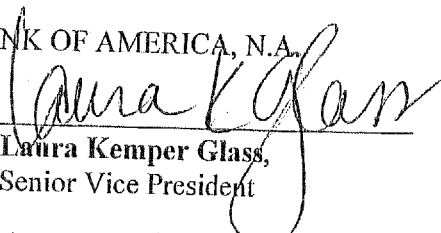
ASSIGNOR:

ASSIGNEE:

THE CIT GROUP, BUSINESS CREDIT, INC.

BANK OF AMERICA, N.A.

By: _____
Howard Trebach, Vice President

By: 

Laura Kemper Glass,
Senior Vice President

Accepted and consented to by the Agent:

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: _____
Howard Trebach, Vice President

Consented to by the Company:

CONBRACO INDUSTRIES, INC.

By: _____
Eric Miller, Treasurer

¹ See Annex A to this Schedule 1 to Assignment and Transfer Agreement for a breakdown of the amount of

Schedule 1 to Assignment and Transfer Agreement

Name of Assignor: THE CIT GROUP/BUSINESS CREDIT, INC.

Name of Assignee: BANK OF AMERICA, N.A.

Effective Date of Assignment: May 28, 2008

<u>Assigned Facilities</u>	<u>Percentage of Facilities Assigned</u>	<u>Amount</u>
Revolving Line of Credit	62.9629630%	\$21,168,797.70 ¹
Term Loan	62.9629630%	\$10,681,216.93
	Total	<u>\$31,850,014.63</u>

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Transfer Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

ASSIGNOR:

THE CIT GROUP, BUSINESS CREDIT, INC.

By: _____
Howard Trebach, Vice President

ASSIGNEE:

BANK OF AMERICA, N.A.

By: _____
Laura Kemper Glass,
Senior Vice President

Accepted and consented to by the Agent:

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: _____
Howard Trebach, Vice President

Consented to by the Company:

CONBRACO INDUSTRIES, INC.

By: *Eric Miller*
Eric Miller, Treasurer

¹ See Annex A to this Schedule 1 to Assignment and Transfer Agreement for a breakdown of the amount of the Revolving Line of Credit.

Annex A
To
Schedule 1 to Assignment and Transfer Agreement

The amount of the Revolving Line of Credit on the preceding Schedule 1 to Assignment and Transfer Agreement includes the following net constituent amounts:

REVOLVER (0A)	2,896,785.85
REVOLVER (0A) INTEREST 5/1/08-5/27/08	4,340.75
REVOLVER (A1)	17,000,000.01
REVOLVER (A1) INTEREST 4/30/08-5/27/08	60,987.64
TERM LOAN (0N) INTEREST 5/1/08-5/27/08	2,049.30
TERM LOAN LIBOR (N1) INTEREST 4/30/08-5/27/08	36,140.72
L/C CASH COLLATERAL	1,139,250.00
UNUSED LINE FEE	738.83
LETTER OF CREDIT FEE	896.64
WIRE FEE	570.00
TERMINATION FEE	17,500.00
LEGAL	10,000.00

**FIRST AMENDMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made on June 27, 2008, by and among CONBRACO INDUSTRIES, INC., a North Carolina corporation ("Company"); THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation ("CIT"); and BANK OF AMERICA, N.A., a national banking association ("BofA").

Recitals:

Reference is made to that certain Amended and Restated Trademark Security Agreement between Company and CIT dated April 28, 2006 (as at any time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"). Capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meanings ascribed to such terms in the Trademark Security Agreement.

Company, certain financial institutions as lenders ("Lenders") and CIT as agent for Lenders ("Agent") entered into that certain Amended and Restated Financing Agreement dated April 28, 2006 (as at any time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), pursuant to which CIT and the Lenders agreed to provide certain financial accommodations to Company. To secure the indebtedness at any time or times owing by Company to CIT and the Lenders under the Financing Agreement, CIT and Company entered into the Trademark Security Agreement.

Effective May 28, 2008, CIT sold and assigned to BofA, and BofA purchased and assumed from CIT, an interest in and to all of CIT's rights and obligations as a Lender under the Financing Agreement. In connection therewith, CIT resigned as Agent under the Financing Agreement (in such capacity, "Predecessor Agent") and BofA was appointed as Agent (together with its successors in such capacity, "Successor Agent").

Company, Predecessor Agent and Successor Agent desire to amend the Trademark Security Agreement as hereinafter set forth to reflect the appointment of Successor Agent as Agent.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended as follows:

(a) Any and all references to "The CIT Group/Business Credit, Inc., a New York corporation" in the Trademark Security Agreement shall mean and be deemed references to "Bank of America, N.A., a national banking association";

(b) Any and all references to "Agent" and words of similar import in the Trademark Security Agreement shall be deemed references to "Bank of America, N.A., a national banking association, as Agent"; and

(c) From and after the date hereof, any notice delivered under or pursuant to the terms of the Trademark Security Agreement, including any notice pursuant to Section 17(a) thereof, shall be delivered to the following address:

Bank of America, N.A., as Agent
300 Galleria Parkway, Suite 800
Atlanta, Georgia 30339
Attention: Zarah Elliot
Facsimile No.: (404) 607-3276

With a copy to: Parker, Hudson, Rainer & Dobbs LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attention: Douglas A. Nail, Esq.
Facsimile No.: (404) 522-8409

2. Acknowledgement and Reaffirmation by Company. Company hereby acknowledges and confirms that (a) in order to secure the prompt payment and performance of all of the Obligations, Company assigned, pledged and granted to Predecessor Agent pursuant to the Trademark Security Agreement, a continuing security interest and lien upon the Trademark Collateral then owned or thereafter acquired by Company or in which Company then had or at any time in the future may acquire any right, title or interest, including, without limitation, all of Company's Trademarks, and (b) effective May 28, 2008, Successor Agent succeeded to all of Predecessor Agent's rights as "Agent" under the Trademark Security Agreement and to the Trademark Collateral. Company hereby restates, reaffirms and ratifies the representations, warranties, covenants and agreements made by Company in the Trademark Security Agreement. Additionally, Company hereby represents and warrants to Successor Agent that Exhibit A to the Trademark Security Agreement contains a complete and accurate list of the Trademarks owned by Company as of the date hereof, and that all such Trademarks described in Exhibit A to the Trademark Security Agreement shall constitute Trademark Collateral under the Trademark Security Agreement securing the Obligations. Company further represents and warrants to Successor Agent that it has the full authority to enter into this Amendment and to grant the security interest and lien provided for in the Trademark Security Agreement.

3. **Effectiveness; Governing Law.** This Amendment shall be effective upon acceptance by Successor Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York.

4. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **No Novation, etc.** Except as otherwise expressly provided in this Amendment, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Amendment is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect.

6. **Counterparts; Telecopied Signatures.** This Amendment may be executed in any number of counterparts and by different parties to this Amendment on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

7. **Further Assurances.** Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the amendments set forth herein or any of the transactions contemplated hereby.

8. **Section Titles.** Section titles and references used in this Amendment shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreements among the parties hereto.

9. **Waiver of Jury Trial.** To the fullest extent permitted by applicable law, the parties hereto each hereby waives the right to trial by jury in any action, suit, counterclaim or proceeding arising out of or related to this Amendment.

[Remainder of page intentionally left blank; Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CONBRACO INDUSTRIES, INC.
("Company")

By: Eric Miller
Name: ERIC MILLER
Title: CFO

**THE CIT GROUP/BUSINESS
CREDIT, INC.**
("Predecessor Agent")

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Agent
("Successor Agent")

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CONBRACO INDUSTRIES, INC.
("Company")

By: _____
Name: _____
Title: _____

**THE CIT GROUP/BUSINESS
CREDIT, INC.**
("Predecessor Agent")

By: Howard
Name: HOWARD TREBACHT
Title: VICE PRESIDENT

BANK OF AMERICA, N.A., as Agent
("Successor Agent")

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

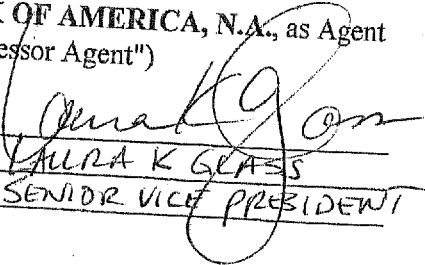
CONBRACO INDUSTRIES, INC.
("Company")

By: _____
Name: _____
Title: _____

**THE CIT GROUP/BUSINESS
CREDIT, INC.**
("Predecessor Agent")

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., as Agent
("Successor Agent")

By: 
Name: LAURA K GLASS
Title: SENIOR VICE PRESIDENT