

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fairchild Industrial Products Company		07/24/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Mezzanine Capital, L.P.		
Street Address:	190 S. LaSalle Street, Suite 2140		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2294907	F FAIRCHILD INDUSTRIAL PRODUCTS COMPANY	
Registration Number:	3365867	F	
Registration Number:	3365868	FAIRCHILD	
Registration Number:	3651717	BIG BOSS	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027395723		
Email:	chimmelfarb@morganlewis.com		
Correspondent Name:	Carolyn Himmelfarb		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	102503.0012		
NAME OF SUBMITTER:	Carolyn Himmelfarb		

CH \$115.00 2294907

Signature:	/Carolyn Himmelfarb/
Date:	07/24/2009
<p>Total Attachments: 20</p> <p>source=TM Collateral Security and Pledge Agreement - Fidus#page1.tif source=TM Collateral Security and Pledge Agreement - Fidus#page2.tif source=TM Collateral Security and Pledge Agreement - Fidus#page3.tif source=TM Collateral Security and Pledge Agreement - Fidus#page4.tif source=TM Collateral Security and Pledge Agreement - Fidus#page5.tif source=TM Collateral Security and Pledge Agreement - Fidus#page6.tif source=TM Collateral Security and Pledge Agreement - Fidus#page7.tif source=TM Collateral Security and Pledge Agreement - Fidus#page8.tif source=TM Collateral Security and Pledge Agreement - Fidus#page9.tif source=TM Collateral Security and Pledge Agreement - Fidus#page10.tif source=TM Collateral Security and Pledge Agreement - Fidus#page11.tif source=TM Collateral Security and Pledge Agreement - Fidus#page12.tif source=TM Collateral Security and Pledge Agreement - Fidus#page13.tif source=TM Collateral Security and Pledge Agreement - Fidus#page14.tif source=TM Collateral Security and Pledge Agreement - Fidus#page15.tif source=TM Collateral Security and Pledge Agreement - Fidus#page16.tif source=TM Collateral Security and Pledge Agreement - Fidus#page17.tif source=TM Collateral Security and Pledge Agreement - Fidus#page18.tif source=TM Collateral Security and Pledge Agreement - Fidus#page19.tif source=TM Collateral Security and Pledge Agreement - Fidus#page20.tif</p>	

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF JULY 24, 2009 AMONG FAIRCHILD INDUSTRIAL PRODUCTS COMPANY, FIPC ACQUISITION LLC, HIGHPOINT CAPITAL FUNDING, LLC, AND FIDUS MEZZANINE CAPITAL, L. P., AND THE OTHER SUBORDINATED CREDITORS FROM TIME TO TIME PARTY THERETO (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT"), TO CERTAIN SENIOR DEBT DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of July 24, 2009, among FAIRCHILD INDUSTRIAL PRODUCTS COMPANY, a Delaware corporation (the "Borrower" or the "Assignor" and together with any other Assignor from time to time party hereto, collectively, the "Assignors"), and FIDUS MEZZANINE CAPITAL, L.P. (the "Lender").

WHEREAS, the Borrower has entered into a Investment Agreement dated as of July 24, 2009 (as amended and in effect from time to time, the "Investment Agreement"), among the Borrower, FIPC Acquisition LLC and the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans and other extensions of credit to the Borrower (as defined in the Investment Agreement);

WHEREAS, each of the Assignors (other than the Borrower) irrevocably guaranteed to the Lender, the payment and performance in full of all of the Obligations (as defined in the Investment Agreement), all upon the terms contained in the Guaranty Agreement, dated as of July 24, 2009 (as amended, modified or supplemented and in effect from time to time, the "Guaranty Agreement"), executed by the Guarantors thereunder in favor of the Lender;

WHEREAS, it is a condition precedent to the Lender's making any loans or other extensions of credit to the Borrower under the Investment Agreement that the Assignors execute and deliver to the Lender a trademark agreement in substantially the form hereof;

WHEREAS, the Assignors have executed and delivered to the Lender the Security Agreement (as defined in the Investment Agreement), pursuant to which each Assignor has granted to the Lender a security interest in certain of such Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, each Assignor will obtain substantial direct and indirect financial and other benefits from the loans and other extensions of credit from time to time made or to be made by the Lender to the Borrower pursuant to the Investment Agreement and the other Loan Documents, and, accordingly, each Assignor desires to enter into this Trademark Agreement and also in order to induce the Lender to make loans and other extensions of credit to the Borrower under the Investment Agreement and the other Loan Documents; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security 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 Investment Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to

or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

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

Trademark License Rights. Any and all past, present or future rights and interests of any Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of such Assignor, or to which such Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Assignor or the Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which such Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

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

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Assignor or are now owned, held or used by such Assignor, in such Assignor's business, or with such Assignor's products and services, or in which such Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and

used by such Assignor in such Assignor's business or with such Assignor's products and services, or in which such Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with any Assignor or its business or for the direct or indirect benefit of such Assignor or its business, including all such uses by such Assignor itself, by any of the affiliates of such Assignor, or by any franchisee, licensee or contractor of such Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1 of the Investment Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Secured Obligations, each Assignor hereby unconditionally grants to the Lender a continuing security interest in and lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Lender. In addition, each Assignor has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Assignor hereby authorizes the Lender to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Assignor grants, assigns, transfers, conveys and sets over to the Lender such Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the Loans is automatic under the Investment Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by such Assignor to the Lender or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement each Assignor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Pledged Trademarks (and any and all obligations of any Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the

obligations of such Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Assignor represents, warrants and covenants that as of the date hereof: (i) Schedule A sets forth a true and complete list of all Trademark Registrations now owned, licensed, controlled or used by such Assignor; (ii) the Trademarks and Trademark Registrations 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 Trademarks or Trademark Registrations; (iii) to such Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity; (iv) to such Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) to such 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 such Assignor's knowledge, there is no infringement by such Assignor of the trademark rights of others; (vi) such 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 that such Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement and liens permitted under Section 7.2 of the Investment Agreement; (vii) such Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) such Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the filing office set forth on Schedule I to the Security Agreement under the Uniform Commercial Code for the applicable Assignor and the recording 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 (A) for the grant by such Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Assignor, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

Subject to Section 5.7 of the Investment Agreement, each Assignor hereby grants to the Lender and its employees and agents the right to visit such Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. SUBORDINATION.

It is understood that, notwithstanding any provision herein to the contrary, the Lender's rights and remedies hereunder shall be subject to the terms of the Subordination Agreement (it being understood that the foregoing clause shall not limit in any way the obligations of the Assignors hereunder). The Liens created by this Agreement, the Security Agreement and any other Loan Documents on the Pledged Trademarks are junior and subordinate to the liens on such Pledged Trademarks in favor of HighPoint Capital Funding, LLC (the "Senior Lender") in accordance with the provisions of the Subordination Agreement. Without limiting the generality of the foregoing, until the Senior Debt shall have been Paid in Full (as such terms are defined in the Subordination Agreement), (i) any assignment or transfer of Pledged Trademarks hereunder shall be to the Senior Lender, (ii) any assignment or transfer of Pledged Trademarks hereunder to the Lender required hereunder shall be to the Senior Lender, (iii) any right of the Lender to assert any claims on behalf of any Assignor shall be vested in the Senior Lender and (iv) any property paid or payable with respect to any of the Pledged Trademarks required to be delivered to the Lender shall be delivered to the Senior Lender, in each case, in accordance with the provisions of the Subordination Agreement.

6. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent, no Assignor will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, except for liens permitted under Section 7.2 of the Investment Agreement, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Assignor's obligations under this Trademark Agreement or the Security Agreement.

7. AFTER-ACQUIRED TRADEMARKS, ETC.

7.1. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full and the Commitments have been terminated, any Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and such Assignor shall promptly provide 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 implement, preserve or evidence the Lender's interest therein.

7.2. Amendment to Schedule. Each Assignor authorizes the Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

8. TRADEMARK PROSECUTION.

8.1. Each Assignor Responsible. Each Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby, absent Lender's gross negligence or willful misconduct.

8.2. Each Assignor's Duties, etc. Each Assignor shall have the right and the duty, in its reasonable business judgment, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignors. Each Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Lender, which consent shall not be unreasonably withheld; provided that such Assignor may abandon any such application, Trademark Registration or Trademarks, in its reasonable business judgment (without the Lender's consent), so long as such abandonment could not reasonably be expected to have a Material Adverse Effect.

8.3. Each Assignor's Enforcement Rights. Each Assignor shall have the right and the duty, in its reasonable business judgment, to bring suit or other action in such Assignor's own name to maintain and enforce the Trademarks, Trademark Registrations and Trademark Rights. Each Assignor may require the Lender to join in such suit or action as necessary to assure such Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is reasonably satisfied that such joinder will not subject the Lender to any risk of liability. Each 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 §7.3.

8.4. Protection of Trademarks, etc. In general, each Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as it deems may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. No Assignor, in its reasonable business judgment, shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

8.5. Notification by Assignors. Promptly upon obtaining knowledge thereof, the Assignors 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 material Trademark or Trademark Registration or any Assignor's rights, title or interests in and to any material portion of the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any material portion of the Pledged Trademarks, the ability of any Assignor or the Lender to dispose of any material portion of the Pledged Trademarks or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any material portion of the Pledged Trademarks).

9. REMEDIES.

Subject to the Subordination Agreement, upon the occurrence and during the continuance of an Event of Default, the Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2), the Investment Agreement, the Security Agreement and the other Loan 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, without limiting the generality of the foregoing, the Lender may immediately, subject to the Subordination Agreement, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Assignor, all of which are hereby expressly waived, sell or license at public or

private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lender in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations as set forth in or by reference in the Investment Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each 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 and subject to the Subordination Agreement, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

10. COLLATERAL PROTECTION.

If any Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Assignor shall be breached, the Lender, in its own name or that of such 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 such Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

11. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each 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 such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Assignor is obligated to execute and do hereunder. Each 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). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

12. FURTHER ASSURANCES.

Each 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 the Pledged Trademarks.

13. TERMINATION.

At such time as all of the Secured Obligations have been finally paid and satisfied in full and the Commitments have been terminated, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Assignors 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 that may have been made by the Lender pursuant hereto or the Security Agreement.

14. COURSE OF DEALING.

No course of dealing between any 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 Security Agreement or any other 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.

15. EXPENSES.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignors, jointly and severally.

16. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

17. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO LIABILITIES OF ANY ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNORS, AND THE ASSIGNORS 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.

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, at the address for the Borrower specified in Section 9.1 of the Investment Agreement.

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 is 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 Assignors, except as provided in §6.2. 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each 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 non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignors by mail at the address specified in §17. Each 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.

EACH PARTY HERETO 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, each 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. Each 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 Investment Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this §20.

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 each Assignor and its respective successors and assigns (provided that no Assignor shall assign its obligations hereunder without the prior written consent of the Lender), and shall inure to the benefit of the Lender and its permitted successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Investment Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Investment Agreement or the Security Agreement, as the case may be, 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. Each Assignor acknowledges receipt of a copy of this Trademark Agreement. This Trademark Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instruments. Delivery of an executed signature page to this Trademark Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Agreement.

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

FAIRCHILD INDUSTRIAL PRODUCTS
COMPANY

By: 
Name: David C. Velten
Title: Chief Financial Officer and Secretary

FIDUS MEZZANINE CAPITAL, L.P.

By: Fidus Mezzanine Capital GP, LLC, its
General Partner

By: _____
B. Bragg Comer, III
Managing Partner

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

**FAIRCHILD INDUSTRIAL PRODUCTS
COMPANY**

By: _____
Name: David C. Velten
Title: Chief Financial Officer and Secretary

FIDUS MEZZANINE CAPITAL, L.P.

By: Fidus Mezzanine Capital GP, LLC, its
General Partner

By: B. Bragg Comer, III
B. Bragg Comer, III
Managing Partner

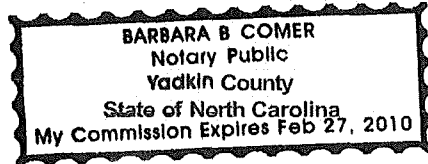
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF North Carolina)
COUNTY OF Forsyth) ss.

On this 24th day of July, 2009, before me, the undersigned notary public, personally appeared David C. Dellen, proved to me through satisfactory evidence of identification, which were NC Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as CEO + Sec. for Fairchild IPC) a DF Corporation.

Barbara B. Comer
(official signature and seal of notary)

My commission expires: Feb. 27, 2010



SCHEDULE A

TRADEMARK REGISTRATIONS

Country	Trademark	Registration No.	Registration Date
USA	F FAIRCHILD INDUSTRIAL PRODUCTS COMPANY	2,294,907	11/30/99
USA	Stylized "F"	3,365,867	01/08/08
USA	FAIRCHILD	3,365,868	01/08/08
USA	BIG BOSS	3,651,717	07/07/09

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, FAIRCHILD INDUSTRIAL PRODUCTS COMPANY, a Delaware corporation (the "Borrower" or the "Assignor" and together with the other Assignors from time to time party hereto, collectively, the "Assignors"), have adopted and used and are using the trademarks and service marks (the "Marks") identified on the Annex hereto, and are the owners of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, each Assignor, by its duly authorized officer, has executed this assignment, on this _____ day of _____, _____.

**FAIRCHILD INDUSTRIAL PRODUCTS
COMPANY**

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignors to the Assignee is hereby accepted as of the _____ day of _____, 20____.

By: _____

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as _____ for _____, a _____).

(official signature and seal of notary)

My commission expires:

ANNEX

<u>Assignor</u>	Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u> <u>Registration Date</u>
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<u>Assignor</u>	Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u> <u>Filing Date</u>
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