

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAT Engine Technologies LLC		12/23/2009	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	1201 S. Milwaukee Avenue		
<b>City:</b>	Libertyville		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60048		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3648115	SOUTHLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3125586352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 West Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	18103-355		
<b>NAME OF SUBMITTER:</b>	Laura Konrath		
<b>Signature:</b>	/Laura Konrath/		

CH \$40.00 3648115

Date:

04/23/2010

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2009, is between MAT Engine Technologies LLC, an Illinois limited liability company ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as agent for the benefit of the Lenders (as hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, Grantor has entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein (the "Lenders"), pursuant to which Grantor has reaffirmed its grant to Secured Party of a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grants to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill

associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

MAT ENGINE TECHNOLOGIES, LLC

By: [Signature]  
Steve Wang  
Title: Manager

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

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

Title: \_\_\_\_\_

ACKNOWLEDGMENT

State of Illinois )  
County of Lake ) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Engine Technologies, LLC, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

[Signature]  
Notary Public



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

MAT ENGINE TECHNOLOGIES LLC

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

Title: \_\_\_\_\_

Acknowledged:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent for the Lenders

By: Michael J Veinberg

Title: Vice President

ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of MAT Engine Technologies LLC, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Managers; and that he acknowledged said instrument to be the free act and deed of said company.

{Seal}

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

SCHEDULE I

MAT Engine Technologies, LLC

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
SOUTHLAND	3,648,115	06/30/2009