

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.		04/13/2012	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: 6			
Property Type	Number	Word Mark	
Registration Number:	3984706	R	
Registration Number:	3960842	CON-VERSE BY ROSTRA	
Registration Number:	3908998	BACKZONE	
Serial Number:	85443061	PARK ADDVANTAGE	
Serial Number:	85443057	SIGHT ADDVANTAGE	
Serial Number:	85443052	FRONTSIGHT	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$165.00 3984706

TRADEMARK

ATTORNEY DOCKET NUMBER:	1985753
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	04/16/2012
Total Attachments: 4 source=3184320#page1.tif source=3184320#page2.tif source=3184320#page3.tif source=3184320#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 13th day of April, 2012, 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;

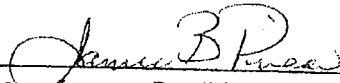
to secure performance of all Secured Obligations of Debtor and certain of its affiliates as set out in that certain Security Agreement dated as of March 18, 2008 by and among the Debtor, such affiliates as other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or 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 James B. Pineau
Title Chief Financial Officer

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

BANK OF MONTREAL, as Administrative Agent

By _____
Name _____
Title _____

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

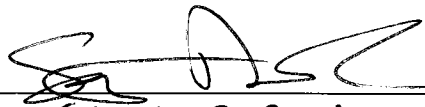
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ROSTRA PRECISION CONTROLS, INC.

By _____
Name _____
Title _____

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

BANK OF MONTREAL, as Administrative Agent

By  _____
Name SCOTT RUBENSTEIN
Title VICE PRESIDENT

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
R	3984706	06/28/11
CON-VERSE BY ROSTRA	3960842	05/17/11
BACKZONE	3908998	01/18/11

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
PARK ADVANTAGE	85/443,061	10/10/11
SIGHT ADVANTAGE	85/443,057	10/10/11
FRONTSIGHT	85/443,052	10/10/11