

11-08-2002

Form P  
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ION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

EMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Name: IBJ Whitehall Funding 2002 Trust

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation
- Other: Delaware Statutory Business Trust

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement               Change of Name
- Other: Assignment of Security Agreement

Execution Date: October 10, 2002

2. Name and address of receiving party(ies)

Name: GSC Partners Gemini Fund Limited

Internal  
Address: c/o GSC Partners  
Street Address: 500 Campus Drive, Suite 220  
City: Florham Park State: New Jersey Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State: \_\_\_\_\_

Other: Limited Liability Company under the laws of the Cayman Islands

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/006,680

B. Trademark Registration No.(s): 2,308,928; 2,225,787; 2,225,771; 2,225,763; 2,171,725; 2,008,258 and 1,614,772

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristen M. Walsh, Esq.

Internal Address: Nixon Peabody LLP

Street Address: Clinton Square, P.O. Box 31051

City: Rochester State: NY Zip: 14603

6. Total number of applications and registrations involved: \_\_\_\_\_

8

7. Total fee (37 CFR 3.41) ..... \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-1804

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Kristen M. Walsh  
Name of Person Signing

Kristen M. Walsh  
Signature

10-23-02  
Date

Total number of pages including cover sheet, attachments, and document: 5

11/07/2002 DIAZI 00000168 76006680

01 FC:0521  
02 FC:0522

40.00 OP  
175.00 OP

R627623.1

TRADEMARK  
REEL: 002612 FRAME: 0642

## ASSIGNMENT OF SECURITY AGREEMENT

This Assignment of Security Agreement (the "Assignment") is made as of October 10, 2002, by IBJ Whitehall Funding 2002 Trust, as sole Lender under the Credit Agreement described below (in such capacity, the "Assignor"), and GSC Partners Gemini Fund Limited (the "Assignee").

### R E C I T A L S

WHEREAS, Dynojet Research, Inc. (f/k/a Dynojet Acquisition Company) (the "Company"), Dynojet Holding Company, and Assignor, as a Lender, are parties to a Credit Agreement, dated as of August 18, 2000 (as amended from time to time, the "Credit Agreement");

WHEREAS, the Company is party to a Security Agreement, dated as of August 18, 2000, in favor of Assignor (the "Security Agreement");

WHEREAS, the Security Agreement, which was recorded with the United States Patent and Trademark Office on August 29, 2000 at Reel/Frame 2141/0821 reflected that the Company is the owner of the trademarks listed on Schedule I attached hereto (the "Trademarks");

WHEREAS, the Security Agreement placed a lien in favor of Assignor on all right, title and interest of the Company, to and under all then owned or thereafter acquired trademarks, including the Trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by the trademarks held by the Company, and all proceeds thereof;

WHEREAS, pursuant to an Assignment, Assumption and Transfer Agreement, dated as of October 10, 2002 (the "Tier 1 Agency Assignment"), and further evidenced by an Assignment of Security Interest, dated as of October 10, 2002, The Industrial Bank of Japan Trust Company (as successor by merger to IBJ Whitehall Bank & Trust Company)(the "Retiring Agent") has transferred to The Industrial Bank of Japan Trust Company, as sole Lender (in such capacity, the "Sole Lender"), all right, title and interest of the Retiring Agent in, to and under the Security Agreement;

WHEREAS, pursuant to the Tier 1 Agency Assignment and a First-Tier Purchase and Sale Agreement, dated as of August 29, 2002, and further evidenced by an Assignment of Security Interest, dated as of October 10, 2002, the Sole Lender has transferred to Assignor all right, title and interest of the Sole Lender in, to and under the Security Agreement;

WHEREAS, pursuant to a second Assignment, Assumption and Transfer Agreement (the "Tier 2 Agency Assignment") and a Second-Tier Purchase and Sale Agreement, dated as of August 29, 2002, the Assignor has transferred to Assignee all right, title and interest of Assignor in, to and under the Security Agreement; and

WHEREAS, Assignor and Assignee desire to further evidence the assignment of Assignor's liens and rights in the Trademarks by recording this Assignment.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual agreements, covenants and provisions contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, assigns and transfers to Assignee all of Assignor's liens and rights in, to and under the Security Agreement including, without limitation, the Assignor's liens and rights in the Trademarks.

2. This Assignment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

IBJ WHITEHALL FUNDING 2002  
TRUST, as Assignor

By: Christiana Bank & Trust Company, not  
in its individual capacity but solely as  
Owner Trustee

By:   
Name: **DEBRA A. BALLIET**  
Title: **TRUST OFFICER**

It is expressly understood and agreed by the parties hereto that (a) this agreement is executed and delivered by Christiana Bank & Trust Company, not individually or personally, but solely as owner trustee (the "Owner Trustee") of IBJ Whitehall Funding 2002 Trust (the "Trust") under the Trust Agreement, dated as of August 14, 2002, as amended and restated by the Amended and Restated Trust Agreement, dated as of August 29, 2002 (the "Trust Agreement"), between The Industrial Bank of Japan Trust Company, as depositor, and Christiana Bank & Trust Company, as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Christiana Bank & Trust Company but is made and intended for the purpose for binding only the Trust, (c) except as otherwise provided in the Trust Agreement, nothing herein contained shall be construed as creating any liability on Christiana Bank & Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, and (d) except as otherwise provided in the Trust Agreement, under no

circumstances shall Christiana Bank & Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Trust under this agreement or any other document to which the Trust is a party.

GSC PARTNERS GEMINI FUND LIMITED

By: GSCP (NJ), L.P., as Collateral Monitor

By: GSCP (NJ), INC., its General Partner

By: 

Name: Thomas J Zibassi

Title: Managing Director

N161486.1

N161486.1

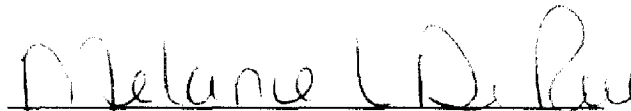
**TRADEMARK**  
**REEL: 002612 FRAME: 0645**

**SCHEDULE I**

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Serial Number</u>
Dynojet (Words Only)	2008258	10/15/1996	10/16/1995	75-005979
Dynojet (Words Only)	1614772	9/25/1990	8/25/1989	73-821435
Dynojet Research (Words and Design)	2225771	2/23/1999	1/12/1998	75-416975
Dynojet Research (Words and Design)	2225787	2/23/1999	1/12/1998	75-418653
Power Commander (Words Only)	Pending	N/A	3/24/2000	76-006680
Thunderslide (Words Only)	2171725	7/7/1998	7/3/1996	75-129684
Sledyno (Words Only)	2308928	1/18/2000	10/5/1998	75-564656
Dynojet Research (Words and Design)	2225763	2/23/1999	1/12/1998	75-416023

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: **Box Assignment, Commissioner for Trademarks, Washington, D.C. 20231 on October 23, 2002.**

  
**Melanie L. DeRue**

**RE: Assignment of Trademark Registration Nos. 2,308,928; 2,225,787; 2,225,771; 2,225,763; 2,171,725; 2,008,258 and 1,614,772 and Trademark Appln. No. 76/006,680 from IBJ Whitehall Funding 2002 Trust to GSC Partners Gemini Fund Limited**

**Attachments:**

**Recordation Form Cover Sheet  
Copy of Assignment of Trademark Security Agreement  
Check in the amount of \$215.00  
Post Card**