

11-08-2002



CORDATION FORM COVER SHEET

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

102276573

TRADEMARKS 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: The Industrial Bank of Japan Trust Company, as successor by merger with IBJ Whitehall Bank & Trust Company, as Administrative Agent

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- New York
 Other

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

10-30-02

2. Name and address of receiving party(ies)
 Name: The Industrial Bank of Japan Trust Company, as successor by merger with IBJ Whitehall Bank & Trust Company, as Sole Lender

Internal Address: _____
 Street Address: One State Street
 City: New York State: New York Zip: 10004

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: New York
 Other _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: Assignment of Security Agreement

Execution Date: October 10, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 76/006,680

Additional number(s) attached Yes No

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

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 Kristen M. Walsh 10-23-02
 Name of Person Signing Signature Date

11/07/2002
 01 FC:8521
 02 FC:8522

TBIAZ1 00000171 2308928
 Total number of pages including cover sheet, attachments, and document: 4
 40.00 DP
 175.00 DP

R627623.1

TRADEMARK
REEL: 002612 FRAME: 0708

ASSIGNMENT OF SECURITY AGREEMENT

This Assignment of Security Agreement (the "Assignment") is made as of October 10, 2002, by The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company), as Administrative Agent under the Credit Agreement described below (in such capacity, the "Assignor"), and The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company), as sole Lender under the Credit Agreement described below (in such capacity, 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, 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.

THE INDUSTRIAL BANK OF JAPAN
TRUST COMPANY (as successor by
merger with IBJ Whitehall Bank & Trust
Company), as Assignor

By: M. M. McLaughlin
Name: Merily McLaughlin
Title: Senior Managing Director

THE INDUSTRIAL BANK OF JAPAN
TRUST COMPANY (as successor by
merger with IBJ Whitehall Bank & Trust
Company), as sole Lender and Assignee

By: M. M. McLaughlin
Name: Merily McLaughlin
Title: Senior Managing Director