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RE 102609191 TRADEMARK ONLY

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

Tab settings

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

1. Name of conveying party(ies): Diamond Innovations, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation, as Agent Internal Address: Street Address: 201 High Ridge Road City: Stamford State: CT Zip: 06927-5100 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 12/31/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Continuation of Item 4 attached hereto. B. Trademark Registration No.(s) See Continuation of Item 4 attached hereto. Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Linda R. Kastner Internal Address: c/o Latham & Watkins LLP Suite 5800, Sears Tower Street Address: 233 S. Wacker Drive City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 16 7. Total fee (37 CFR 3.41) \$ 415.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number:

9. Signature. Linda R. Kastner Name of Person Signing [Signature] Signature 1/6/04 Date [6] Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002774 FRAME: 0900

Continuation of Item 4

Trademark Registration/Application Numbers

**2599120
2626343
2518618
1069581
1176766
0989565
2138671
1259172
1284970
2137114
2226047
1556755
2137115
2228484
1110794
78163759**

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2003, by DIAMOND INNOVATIONS, INC., a Delaware corporation ("**Grantor**"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrower party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

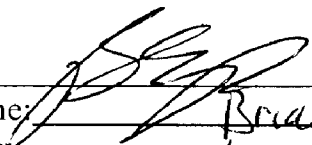
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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 executed and delivered by its duly authorized officer as of the date first set forth above.

DIAMOND INNOVATIONS, INC.

By: 
Name: Brian E. Ramsey
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: J. Paul McDonnell
Title: Duly Authorized Signatory

Schedule I

Trademark Schedule

Trademark	Country	Country Code	Assignee	Application No.	Registration No.	Class
b (device mark)	US	US	GE	76165292	2599120	14
b BELLATAIRE (STYLIZED)	US	US	GE	76198948	2626343	14
BELLATAIRE	US	US	GE	75941316	2518618	14
BORAZON	US	US	GE		1069581	3
BZN	US	US	GE		1176766	7
COMPAX (Stylized)	US	US	GE	72460849	0989565	7
CSG-II	US	US	GE		2138671	14
FORMSET	US	US	GE		1259172	7
GEOSET	US	US	GE		1284970	7
MBG	US	US	GE		2137114	14
MBM	US	US	GE	75434594	2226047	3
MBS	US	US	GE		1556755	14
RVG	US	US	GE		2137115	14
RVM	US	US	GE	75434593	2228484	3
STRATAPAX	US	US	GE	73112864	1110794	7
TITAN	US	US	GE	78163759		3
BELLATAIRE	Ireland	IE	GE		001553429	14
BORAZON	Ireland	IE	GE		85961	8
BORAZON	Ireland	IE	GE		85960	7
BORAZON	Ireland	IE	GE		85959	3
COMPAX (Stylized)	Ireland	IE	GE		083095	8
COMPAX (Stylized)	Ireland	IE	GE		89566	7
FORMSET	Ireland	IE	GE		108056	7
GEOSET	Ireland	IE	GE		108409	7
MBG	Ireland	IE	GE		000498519	3,7,14
MBS	Ireland	IE	GE		000498253	3,7,14
RVG	Ireland	IE	GE		000498543	3,7,14
STRATAPAX	Ireland	IE	GE		105188	7
TITAN	Ireland	IE	GE	002853687		3