

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Krone Digital Communications Inc.		11/10/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	BNY Asset Solutions LLC, as Administrative Agent
Street Address:	600 East Las Colinas Boulevard, Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13		
Property Type	Number	Word Mark
Registration Number:	2090130	NETLINK 2000
Registration Number:	2369147	NETLINK GX
Registration Number:	2271862	NORTHERN LIGHTS CABLE, INC.
Registration Number:	2316921	THE OUTBACK
Registration Number:	2601771	C5ET
Registration Number:	2601770	C6T
Registration Number:	2491307	TRUEMATCH
Registration Number:	2488869	TRUEMATCH
Registration Number:	2556666	TRUENET
Registration Number:	2625629	TRUENET
Registration Number:	2605232	TRUEPATCH
Registration Number:	2628715	TRUEPATCH
Registration Number:	2546022	TRUENET

CORRESPONDENCE DATA

OP \$340.00 2090130

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-2276
Email: KSolomon@stblaw.com
Correspondent Name: Alison J. Winick, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509600/0263

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 10, 2003 among Krone Digital Communications Inc., a Delaware corporation, with its principal office c/o Krone Inc., 7229 South Alton Way, Centennial, CO 80112 ("Grantor") and BNY Asset Solutions LLC, a Delaware limited liability company, having an office at 600 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039, as administrative agent (in its capacity as administrative agent, together with any successor in such capacity, referred to herein as the "Administrative Agent") for the financial institutions (the "Lenders") now or hereafter being parties to the Senior Term Loan Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time in accordance with its terms, the "Loan Agreement"), among the Grantor, GenTek Inc., a Delaware corporation, certain of its Domestic Subsidiaries, the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, the Lenders have agreed to enter into the Loan Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents, the Lenders and the Administrative Agent have required the execution and delivery of this Agreement by the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 10, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in, lien on, and right of setoff against all Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this 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, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a continuing security interest in, lien on, and a right of setoff against, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders as security for all Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

KRONE DIGITAL COMMUNICATIONS INC., as
Grantor

By: 
Title: Richard R. Russell
President

BNY ASSET SOLUTIONS LLC, as Administrative Agent

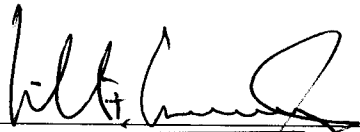
By: _____
Title: _____

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

KRONE DIGITAL COMMUNICATIONS INC., as
Grantor

By: _____
Title:

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By: 
Title: Michael F. Cocanougher
Managing Director

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, 2003, before me personally came _____, who is personally known to me to be the _____ of Krone Digital Communications Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the _____ in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

(PLACE STAMP ABOVE)

STATE OF TEXAS)
COUNTY OF DALLAS) ss

MICHAEL F COCA On the 6 day of JANUARY, 2004 before me personally came COCA, who is personally known to me to be the MANAGING DIRECTOR of BNY Asset Solutions LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Traci L Usher
Notary Public

(PLACE STAMP ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

(see attached)

SCHEDULE A TO GRANT OF SECURITY

TRADEMARKS

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
NETLINK 2000	USA	2,090,130	08/19/1997	Registered
NETLINK GX	USA	2,369,147	07/18/2000	Registered
NORTHERN LIGHTS CABLE, INC.	USA	2,271,862	08/24/1999	Registered
THE OUTBACK	USA	2,316,921	02/08/2000	Registered
C5ET stylized letters	USA	2,601,771	07/30/2002	Registered
C6T stylized letters	USA	2,601,770	07/30/2002	Registered
TRUEMATCH	USA	2,491,307	09/18/2001	Registered
TRUEMATCH and design	USA	2,488,869	09/11/2001	Registered
TRUENET	USA	2,556,666	04/02/2002	Registered
TRUENET stylized letters	USA	2,625,629	09/24/2002	Registered
TRUEPATCH	USA	2,605,232	08/06/2002	Registered
TRUEPATCH and design	USA	2,628,715	10/01/2002	Registered
TRUENET and design	USA	2,546,022	03/12/2002	Registered

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