

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Celerity, Inc.	Celerity Group, Inc.; The Kinetics Group, Inc.; Kinetics Chempure Systems, Inc.; FTS Systems, Inc. (NY)	12/23/2004	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Tennenbaum Capital Partners, LLC
<b>Street Address:</b>	2951 28th Street
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90405
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Serial Number:	78113613	CELERITY
Serial Number:	78152505	CELERITY
Serial Number:	78407099	CROSSFLO
Registration Number:	2146638	GASWARE
Serial Number:	78437497	INFLO
Serial Number:	78437505	SPECTRYM
Serial Number:	78278495	STEP
Serial Number:	78437516	VANGUARDE
Registration Number:	2168804	X-50
Registration Number:	2534376	VERSA PLANE
Serial Number:	78374959	FLEXHUB
Registration Number:	2485153	FLOGUARD

CH \$840.00 78113613

Registration Number:	2340238	Z
Registration Number:	2340239	Z-BLOC
Registration Number:	2381936	MULTIFLO
Serial Number:	78340651	MAGNIFLO
Registration Number:	1930638	MEGA
Registration Number:	2686765	MEGABLEND
Registration Number:	2784199	MEGAFLOW
Serial Number:	78374968	MEGAJET
Serial Number:	78152498	MEGASHOT
Registration Number:	1713407	TURBO-JET
Registration Number:	1502867	ACCELERATOR
Registration Number:	1329425	AIR-JET
Registration Number:	1394756	CHALLENGER
Registration Number:	1016758	FLEXI-COOL
Registration Number:	1320557	BIO-COOL
Registration Number:	1015728	FTS
Registration Number:	2432784	MAXI COOL
Registration Number:	1017898	MULTI-COOL
Registration Number:	2587219	LYOMANAGER
Registration Number:	2505955	LYOSTAR
Registration Number:	2577217	QUANTUM

**CORRESPONDENCE DATA**

Fax Number: (212)822-5131  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (212) 530-5131  
Email: jgonder@milbank.com  
Correspondent Name: Jason M. Gonder  
Address Line 1: 1 Chase Manhattan Plaza  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Jason M. Gonder
Signature:	/JMG/
Date:	12/23/2004

Total Attachments: 7  
source=trademark security agreement#page1.tif  
source=trademark security agreement#page2.tif

source=trademark security agreement#page3.tif  
source=trademark security agreement#page4.tif  
source=trademark security agreement#page5.tif  
source=trademark security agreement#page6.tif  
source=trademark security agreement#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 23rd day of December, 2004 (the "Agreement").

By and among:

The Company (as defined herein),  
Holdings (as defined herein),  
The Guarantors (as defined herein)  
-and-  
Collateral Agent (as defined herein)

WHEREAS, in accordance with the **SECURITY AGREEMENT** dated as of December 23, 2004 (the "Security Agreement"), by and among Celerity, Inc., a Delaware corporation (the "Company"), Celerity Holding Company, Inc., a Delaware corporation ("Holdings"), FTS Systems, Inc., a Delaware corporation ("FTS"), the Domestic Subsidiaries of the Company formed after the date hereof who become subsidiary guarantors (each a "Guarantor", and together with Holdings and FTS, the "Guarantors" and, the Guarantors together with the Company, the "Obligors"), and Tennenbaum Capital Partners, LLC, a Delaware limited liability company, as administrative agent and collateral agent under the Exchange Agreement referred to below (together with its successors in such capacity, the "Collateral Agent"), the Obligors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the registered trademarks and pending trademark applications listed on Schedule I.

2. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to every Obligor, each Obligor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon termination of the Security Agreement or release of an Obligor's

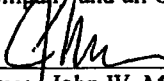
obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligors or an Obligor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by an Obligor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.


5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CELERITY, INC.,  
as Company and an Obligor

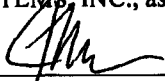
By:   
Name: John W. Marren  
Title: President

CELERITY HOLDING COMPANY, INC., as Holdings  
and as a Guarantor

By:   
Name: John W. Marren  
Title: President

SUBSIDIARY GUARANTOR


FTS SYSTEMS, INC., as a Subsidiary Guarantor

By:   
Name: John W. Marren  
Title: President

*Trademark Security Agreement*

TENNENBAUM CAPITAL PARTNERS,  
LLC, as Collateral Agent

By: Tennenbaum & Co., LLC  
Its: Managing Member

By:   
Name: Michael E. Tennenbaum  
Title: Senior Managing Partner

[Signature Page to Trademark Security Agreement]

**SCHEDULE I**

**U.S. Trademarks and Trademark Applications**

<b>Record Owner</b>	<b>Actual Owner (if different from Record Owner)</b>	<b>Trademark</b>	<b>Country</b>	<b>Filing No</b>	<b>Filing Date</b>	<b>Registration No</b>	<b>Registration Date</b>
Celerity Group, Inc		CELERITY	USA	78113613	03/08/02		
Celerity Group, Inc		CELERITY & DESIGN	USA	78152505	08/08/02		
Celerity Group, Inc		CROSSFLO	USA	78407099	04/23/04		
Celerity Group, Inc		GASWARE	USA	75003123	10/10/95	2146638	03/24/98
Celerity Group, Inc		INFLO	USA	78437497	Intent to Use filed 06/18/04		
Celerity Group, Inc		SPECTRYM	USA	78437505	Intent to Use filed 06/18/04		
Celerity Group, Inc		STEP	USA	78278495	07/24/03		
Celerity Group, Inc		VANGUARDE	USA	78437516	Intent to Use filed 06/18/04		
Celerity Group, Inc		X-50	USA	75034069	12/18/95	2168804	06/30/98
Celerity Group, Inc.		VERSA PLANE	USA	75253968	03/06/97	2534376	01/29/02
Kinetic Systems, Inc.	Celerity Group, Inc	FLEXHUB	USA	78374959	02/26/04		
Celerity Group, Inc.		FLOGUARD	USA	76119301	08/30/00	2485153	09/04/01
Celerity Group, Inc.		Miscellaneous Design Z-BLOC	USA	75562001	09/30/98	2340238	04/11/00
Celerity Group, Inc.		Z-BLOC	USA	75562002	09/30/98	2340239	04/11/00
Celerity Group, Inc.		MULTIFLO	USA	75533206	08/10/98	2381936	08/29/00



Record Owner	Actual Owner (if different from Record Owner)	Trademark	Country	Filing No	Filing Date	Registration No	Registration Date
Kinetics Chempure Systems, Inc.		MAGNIFLO	USA	78340651	12/15/03		
Kinetics Chempure Systems, Inc.		MEGA	USA	74477279	01/10/94	1930638	10/31/95
Kinetics Chempure Systems, Inc.		MEGABLEND	USA	78124866	04/29/02	2686765	02/11/03
Kinetics Chempure Systems, Inc.		MEGAFLOW	USA	78124935	04/29/02	2784199	11/18/03
Kinetics Chempure Systems, Inc.		MEGAJET	USA	78374968	02/26/04		
Kinetics Chempure Systems, Inc.		MEGASHOT	USA	78152498	08/08/02		
Kinetics Thermal Systems, Inc.	FTS Systems, Inc	TURBO-JET	USA	74116542	11/19/90	1713407	09/08/92
FTS Systems, Inc		ACCELERATOR	USA	73669799	07/01/87	1502867 (Cancelled 3/13/95)	09/06/88
FTS Systems, Inc		AIR-JET	USA	73477415	04/26/84	1329425 1394756 (Cancelled 11/30/92)	04/09/85
FTS Systems, Inc		CHALLENGER	USA	73564833	10/24/85		05/27/86
FTS Systems, Inc		FLEXI-COOL	USA	73024337	06/17/74	1016758	07/29/75
FTS Systems, Inc.		BIO-COOL	USA	73477416	04/26/84	1320557	02/19/85
FTS Systems, Inc.		FTS	USA	73004234	10/23/73	1015728	07/15/75
FTS Systems, Inc.		MAXI COOL	USA	75656066	03/08/99	2432784	03/06/01

Record Owner	Actual Owner (if different from Record Owner)	Trademark	Country	Filing No	Filing Date	Registration No	Registration Date
FTS Systems, Inc.		MULTI-COOL	USA	73024336	06/17/74	1017898	08/12/75
Kinetics Thermal Systems, Inc.	FTS Systems, Inc.	LYOMANAGER	USA	75917947	02/14/00	2587219	07/02/02
Kinetics Thermal Systems, Inc.	FTS Systems, Inc.	LYOSTAR	USA	75917956	02/14/00	2505955	11/13/01
Kinetics Thermal Systems, Inc.	FTS Systems, Inc.	QUANTUM	USA	75918190	02/14/00	2577217	06/11/02