

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																								
CONVEYING PARTY DATA																									
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CORRESPONDENCE DATA																									
Fax Number:	(213)430-6407																								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									
Phone:	213 430-8305																								
Email:	fgorowitz@omm.com																								
Correspondent Name:	Francie R. Gorowitz																								
Address Line 1:	410 Exchange																								
Address Line 2:	15th Floor																								

900017517

TRADEMARK
REEL: 003001 FRAME: 0610

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Francie R. Gorowitz

Signature: /Francie R. Gorowitz/

Date: 01/04/2005

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, KINETIC SYSTEMS, INC., a California corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Second Amended and Restated Credit Agreement dated as of December 23, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 30, 2000 and the First Amendment to Security Agreement dated as of December 23, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all trademarks (including service marks), logos, Federal and state trademark registrations and applications made by such Grantor, common law trademarks and trade names owned by or assigned to such Grantor and all registrations and applications for the foregoing (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (collectively, the "**Trademarks**");

(ii) all license and distribution agreements and covenants not to sue with any other party with respect to any Trademark, whether such Grantor is a licensor or

licensee, distributor or distribute under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) any other rights to use, exploit or practice any or all of the Trademarks (collectively, the "**Licenses**");

(iii) all goodwill connected with the use of and symbolized by any of the Trademarks in which such Grantor has any interest (the "**Goodwill**");


(iv) all "proceeds," as such term is defined in the UCC or under other relevant law, and in any event shall include, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty, guaranty or claim payable to the Secured Party or to Grantor from time to time with respect to any of the Trademarks including, without limitation, proceeds in respect of any and all Insurance Policies, (ii) payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Trademarks by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iii) products of the Collateral and (iv) other amounts from time to time paid or payable under or in connection with any of the Trademarks (the "**Proceeds**").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark
Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of
the 2 day of December, 2004.

KINETICS SYSTEMS, INC.

By: 

Name: KURT GILSON
Title: PRESIDENT

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Kinetics Systems, Inc.						
Trademark	Country	Filing No.	Filing Date	Registration No.	Registration Date	Status
KINETICS	France	96/657.734	12/31/1996		6/13/1997	Active
KINETICS	U.S.A	75166046	9/11/1996	2158214	5/19/1998	Active
MISCELLANEOUS DESIGN (Chemical Icon)	U.S.A	75,176,410	10/3/1996	2281909	9/28/1999	Active
MISCELLANEOUS DESIGN (Ring Design)	China				10/07/98	Active
MISCELLANEOUS DESIGN (Gas Icon)	U.S.A	75,176,414	10/3/1996	2285861	10/12/1999	Active
MISCELLANEOUS DESIGN (Ring Design)	U.S.A	75,206,750	12/2/1996	2160105	5/26/1998	Active
MISCELLANEOUS DESIGN (Water Icon)	U.S.A	75,176,413	10/3/1996	2278282	9/14/1999	Active
X-50	U.S.A	75,034,069	12/18/1995	2168804	6/30/1998	Active
SYSTEM SOLUTIONS FOR A CHANGING WORLD	USA	76403553	5/3/2002	2854511	6/15/2004	Active

Kinetics Mechanical Services,
Inc. – Trademark License
Agreement