

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CANGEN HOLDINGS, INC.		05/06/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTHSTAR MEZZANINE PARTNERS III L.P.		
<b>Street Address:</b>	2310 PLAZA VII, 45 SOUTH SEVENTH STREET		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-1607		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2389754	CVC	
<b>Registration Number:</b>	1293932	GENCA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612.977.8400		
<b>Email:</b>	sbourdaux@briggs.com		
<b>Correspondent Name:</b>	Sarina I. Bourdaux		
<b>Address Line 1:</b>	80 South Eighth Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Todd D. Lee		
<b>Signature:</b>	/Todd D. Lee, Esq./		
<b>Date:</b>	05/11/2005		

CH \$65.00 2389754

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, CANGEN HOLDINGS, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and NORTHSTAR MEZZANINE PARTNERS III L.P., a Delaware limited partnership (together with its successors and assigns, "Grantee"), are parties to a Note Purchase Agreement, dated as of May 6, 2005 (as the same may be amended, supplemented, restated or otherwise modified and in effect from time to time, the "Note Purchase Agreement"), providing for the purchase by Grantee from Grantor of certain promissory notes in the original principal amount of \$10,500,000; and

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 6, 2005 by and between Grantor and Grantee (as the same may be amended, supplemented, restated or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Note Purchase Agreement and the Other Agreements (as defined in the Note Purchase Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

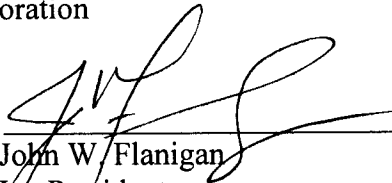
the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of page intentionally left blank;  
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of May 6, 2005.

CANGEN HOLDINGS, INC., a Delaware corporation

By:   
John W. Flanigan  
Its: President

ACKNOWLEDGED AND ACCEPTED  
ON THE DATE FIRST WRITTEN ABOVE:

NORTHSTAR MEZZANINE PARTNERS III L.P.

By: Northstar Capital, LLC,  
Its: General Partner

By: \_\_\_\_\_  
Douglas E. Mark  
Its: Managing Partner

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003081 FRAME: 0431**

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John W. Flanigan  
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By:  \_\_\_\_\_  
Douglas E. Mark  
Its: Managing Partner

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003081 FRAME: 0432**

**Schedule 1  
to Trademark  
Security Agreement**

TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE	GOODS
"CVC"	2389754	9/26/00	Power operated machines for cleaning extruded tools
"GENCA"	1293932	9/11/84	Precision tools

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None