

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERDYNAMICS HOLDINGS, INC.		03/07/2002	CORPORATION: DELAWARE
INTERDYNAMICS, INC.		03/07/2002	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CAPITALSOURCE FINANCE LLC, AS AGENT
Street Address:	4445 WILLARD AVENUE
Internal Address:	12TH FL
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1857416	INTERDYNAMICS
Registration Number:	1550742	LASER 250
Serial Number:	76093423	REFILL & TREATMENT
Serial Number:	75936801	MAXI COOL

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-701-7237
 Email: cdore@mayerbrownrowe.com
 Correspondent Name: Christopher Dore
 Address Line 1: 71 South Wacker Drive
 Address Line 2: Mayer Brown Rowe & Maw LLP
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$115.00 1857416

NAME OF SUBMITTER:	Christoher Dore
Signature:	/Christopher Dore/
Date:	08/30/2005

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of March 7, 2002, by INTERDYNAMICS HOLDINGS, INC., a Delaware corporation (the "Parent") and INTERDYNAMICS, INC., a New York corporation ("Interdynamics" and, together with Parent and including any successors or permitted assignees thereof, each the "Grantor" and collectively the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Equity Loan Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors' obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may deem reasonably necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, on a monthly basis, a schedule of newly registered Copyrights, Patents and Trademarks.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

INTERDYNAMICS HOLDINGS, INC.

By: *Terrance M. Muller*
Name: Terrance M. Muller
Title: President

INTERDYNAMICS, INC.

By: *Jeffrey B. Korsch*
Name: Jeffrey B. Korsch
Title: Secretary

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

INTERDYNAMICS HOLDINGS, INC.

By: _____

Name: _____

Title: _____

INTERDYNAMICS, INC.

By: _____

Name: _____

Title: _____

AGENT:

CAPITALSOURCE FINANCE LLC

By: _____ 

Name: **Steven A. Museles**

Title: **Senior Vice President**

ACKNOWLEDGMENT

STATE OF NEW YORK :

: SS

COUNTY OF NEW YORK :

Before me, the undersigned, a Notary Public, on this 7th day of March, 2002, personally appeared Terrence M. Mullen, to me known personally, who, being by me duly sworn, did say that he is the President of Interdynamics Holdings, Inc., as a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of the boards of directors, and the said President acknowledged said instrument to be his free act and deed.



Notary Public
My Commission Expires: _____

THOMAS J. MORATTI
Notary Public, State of New York
No. 01-40508008
Qualified in Kings County
Commission Expires June 18, 2002

ACKNOWLEDGMENT

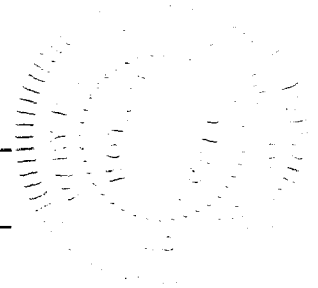
STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 6th day of March, 2002, personally appeared Steven A. Musels, to me known personally, who, being by me duly sworn, did say that he is the sr. Vice President of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Sr. Vice President acknowledged said instrument to be his free act and deed.

Mary B. Lewis
Notary Public
My Commission Expires: 1/5/04



SCHEDULE A

COPYRIGHT COLLATERAL

Interdynamics Holdings, Inc.

Registered Copyrights:

None.

Pending Copyright Applications:

None.

Interdynamics, Inc.

Registered Copyrights:

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Auto Coolant and anti freeze system: model CR2	VA733123	January 16, 1996
United States	Portable electric air compressor, model number LFB-200	TX1380539	August 16, 1994

SCHEDULE B

PATENT COLLATERAL

Interdynamics Holdings, Inc.

Registered Patents:

None.

Pending Patent Applications:

None.

Interdynamics, Inc.

Registered Patents:

<u>Jurisdiction</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
United States	Waxer-buffer	D443,397	June 5, 2001
United States	Method of Retrofitting Air Conditioner and System therefore	6,089,032	July 18, 2000
United States	Air Compressor	D403,331	December 29, 1998
United States	Air Compressor	D403,330	December 29, 1998
United States	Hands-Free Air Compressor	D400,892	November 10, 1998
United States	Installer Climate Control System	5,294,050	March 15, 1994
United States	Automatic Climate	D344,028	February 8, 1994

Control Device

United States	Automatic Climate Control Unit for an Automobile	D343,165	January 11, 1994
United States	Automatic Climate Control Unit for an Automobile	D341,818	November 30, 1993
United States	Automatic Climate Control Unit for Mounting on Automobile Dashboard or Floors	D341,653	November 23, 1993
United States	Automatic Climate Control System	5,234,050	August 10, 1993
United States	Flashlight for Attachment to a Portable Air Compressor	D307,806	May 8, 1990
United States	Combined Air Compressor and Flashlight	D300,433	March 28, 1989
United States	Portable Air Pump Assembly and Detachable Safety Lamp for Automotive Vehicle	4,776,766*	October 11, 1988
United States	Heater Assembly for Heating Glass Surface	4,488,033	December 11, 1984
United States	Hand Held Tool and Adjustable Handle for same	6,266,850	July 31, 2001

* Lapsed due to non-payment of maintenance fee.

Argentina	OEM Climate Control System	249,633	May 21, 1996
Australia	OEM Climate Control System	651,757	March 1, 1993
United Kingdom	OEM Climate Control System	2270377	September 1, 1993
Israel	OEM Climate Control System	106480	
Canada	OEM Climate Control System	2118525	May 5, 1998
Italy	OEM Climate Control System	1272500	June 23, 1997

In a letter to Interdynamics dated July 30, 2001, Spectronics Corporation ("Spectronics") informed Interdynamics that some lamps sold by Interdynamics possibly infringed on a "UV inspection lamp with thin film dichroic filter" patent owned by Spectronics. Peter L. Berger of Levisohn, Lerner, Berger & Langsam, Interdynamics's intellectual property counsel, replied to Spectronics' allegations in a letter dated August 2, 2001. Mr. Berger's response questioned the validity of the patents, Spectronics' knowledge of such lack of validity, and Spectronics' good faith in making the allegations contained in the July 30, 2001 letter. No response has since been received from, and no further action has been taken by, Spectronics. Interdynamics does not feel that the Spectronics matter will be materially adverse to Interdynamics.

Pending Patent Applications:

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
United States	Pressurized Container Adapter for Charging Automotive Systems	10/032,980	December 28, 2001
United States	Compact Air Compressor	60/288,705	May 4, 2001
United States	On/Off Switch for Tool and Tool Having Same	60/244,001	October 27, 2000 October 25, 2001 (utility application)
United States	Air Pump	29/131,840	October 27, 2000

United States	Air Pump	29/131,786	October 27, 2000
United States	Air Pump	29/131,779	October 27, 2000
United States	Air Pump	29/131,745	October 27, 2000
United States	Unitary Hose Connector for Automobile Air Conditioner	09/689,088	October 12, 2000
United States	Single Can Automotive Air Conditioner Refill and Treatment	09/602,705	June 24, 2000
United States	Method of Refitting Air Conditioner and System therefore	09/539,857	March 31, 2000

SCHEDULE C

TRADEMARK COLLATERAL

Interdynamics Holdings, Inc.

Registered Trademarks:

None.

Pending Trademark Applications:

None.

Trademark Licenses:

None.

Interdynamics, Inc.

Registered Trademarks:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	REFILL & TREATMENT	76/093423	July 21, 2000
United States	MAXI COOL	75/936801	March 6, 2000
United States	INTERDYNAMICS	1857416	October 11, 1994
United States	LASER250	1550742	August 8, 1989
Canada	HIDE A TENNA	TMA 190059	April 13, 1973
Canada	INTERDYNAMICS	TMA 441136	May 24, 1995
Germany	INTERDYNAMICS	2088952	April 30, 1994
United Kingdom	INTERDYNAMICS	1565546	August 29, 1995

Pending Trademark Applications:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
China	INTERDYNAMICS	2001163293	September 3, 2001

Trademark Licenses:

General Motors Service Parts Operations Trademark License Agreement by and between Interdynamics and General Motors Corporation, Service Parts Operations, effective from March 1, 2001 to March 31, 2004. The agreement gives Interdynamics the right to the ACDELCO Trademark, the ACDELCO Emblem and related graphics. The following are the licensed products under the agreement: 12 volt, 120 volt, and rechargeable battery-operated air compressors, which may be marketed and/or sold without non-ACDELCO branded rechargeable batteries; marine air compressors (for use specifically in boats); and replacement buffing pads.

SCHEDULE D
DOMAIN NAMES

Interdynamics Holdings, Inc.

None.

Interdynamics, Inc.

The domain name www.id-usa.com is owned by Interdynamics.