

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
Somero Enterprises, Inc. (by assignment from GTG Portfolio Holdings, Inc.)		11/22/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Fortress Credit Corp.
Street Address:	1251 Avenue of the Americas, 16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1940293	LEADERS IN LEVELING
Registration Number:	1827217	LASER SCREED
Registration Number:	2113602	SOMERO ENTERPRISES
Registration Number:	2895981	FASTER, FLATTER, FEWER
Registration Number:	2681053	LEADERS IN LEVELING
Registration Number:	2862066	
Registration Number:	2847261	COPPERHEAD
Serial Number:	76601853	SOMERO
Serial Number:	76601854	
Serial Number:	76602463	SITESHape

CORRESPONDENCE DATA

Fax Number: (212)593-5955

CH \$265.00 1940293

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	026033/0118
NAME OF SUBMITTER:	Daniel Angel, Esq. (026033/0118)
Signature:	/sas for da/
Date:	11/22/2005

Total Attachments: 4
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Somero Enterprises, Inc. (by assignment from GTG Portfolio Holdings, Inc.) (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office or foreign counterpart thereto, as applicable (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of November 22, 2005 (the "Security Agreement"), in favor of Fortress Credit Corp., as agent for itself and certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of itself and the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of itself and the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of itself and the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 22, 2005.

ASSIGNOR:

SOMERO ENTERPRISES, INC.

By: 

Name:

Brent D. Bradley

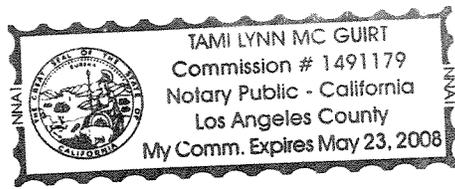
Title:

Vice President & Secretary

STATE OF California
COUNTY OF Los Angeles ss.:

On this 18th day of November 2005, before me personally came Brent D. Brady to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP and Secretary of Somero Enterprises, Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Somero Enterprises, Inc, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]



SCHEDULE A

Trademark Registrations and Applications

<u>Owner of Record</u>	<u>Trademark</u>	<u>Country</u>	<u>Application or Registration No.</u>
Somero Enterprises, Inc.	LEADERS IN LEVELING	US	1940293
Somero Enterprises, LLC	LASER SCREED	European	428680
Somero Enterprises, LLC	LASER SCREED	Switzerland	443795
Somero Enterprises, Inc.	LASER SCREED	US	1827217
Somero Enterprises, Inc.	SOMERO ENTERPRISES	US	2113602
Somero Enterprises, Inc.	FASTER, FLATTER, FEWER	US	2895981
Somero Enterprises, Inc.	LEADERS IN LEVELING	US	2681053
Somero Enterprises, Inc.	(Copperhead Design)	US	2862066
Somero Enterprises, Inc.	COPPERHEAD	US	2847261
Somero Enterprises, Inc.	SOMERO (stylized letters)	US	76/601,853
Somero Enterprises, Inc.	(Somero Logo/Design)	US	76/601,854
Somero Enterprises, Inc.	SITESHape (stylized letters)	US	76/602,463