

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		12/13/2005	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as successor Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2158214	KINETICS
Registration Number:	2281909	
Registration Number:	2285861	
Registration Number:	2160105	
Registration Number:	2278282	
Registration Number:	2168804	X-50
Registration Number:	2854511	SYSTEM SOLUTIONS FOR A CHANGING WORLD

**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

OP \$190.00 2158214

Address Line 2: Mayer Brown Rowe & Maw LLP  
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:

Christoher Dore

Signature:

/Christopher Dore/

Date:

01/10/2006

Total Attachments: 3

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**UNITED STATES TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is between Deutsche Bank Trust Company Americas, as existing Collateral Agent under the Security Agreement (as defined below) (the "Assignor") and Credit Suisse, Cayman Islands Branch, as successor Collateral Agent under the Security Agreement (as defined below) (the "Assignee"). Capitalized terms used and not otherwise defined herein have the meaning set forth in the Credit Agreement.

WHEREAS, Assignor and Kinetics Systems, Inc. ("KSI") entered into a Security Agreement, dated as of December 23, 2004, (the "Security Agreement") which was recorded in the United States Patent and Trademark Office on January 1, 2005 at Reel/Frame 003001/0610, pursuant to which KSI granted to Assignor a security interest in the trademarks listed on the attached Exhibit A (collectively, the "Trademarks"), which Exhibit A is incorporated by reference into this Assignment; and

WHEREAS, pursuant and subject to that certain Resignation, Appointment, Assignment and Assumption, dated as of December 13, 2005, Assignor has agreed to assign its security interests in the assets of KSI, including without limitation, the Trademarks owned by KSI and Assignee desires to acquire Assignor's security interests in, to and under the Trademarks, as collateral security for the prompt and complete payment and performance when due, whether at the stated maturity, by acceleration, upon one or more dates set for prepayment or otherwise of the Obligations.

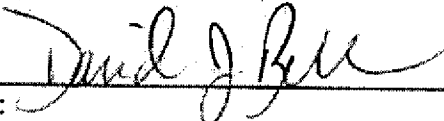
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, Assignor's security interests in and to the Trademarks and all common law rights connected therewith, together with the goodwill of the business associated with said Trademarks and registrations thereof including the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated good will.

THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the 13 day of December, 2005.

EXECUTED for and on behalf of Deutsche Bank Trust Company Americas

Name

  
Name: \_\_\_\_\_

Position

Title: **David J Bell**  
**Managing Director**

  
**Keith C. Braun**  
**Director**

**EXHIBIT A**

## UNITED STATES TRADEMARK REGISTRATIONS

<b>Trademark</b>	<b>Registration No.</b>
<b>KINETICS</b>	2158214
<b>MISCELLANEOUS DESIGN (Chemical Icon)</b>	2281909
<b>MISCELLANEOUS DESIGN (Gas Icon)</b>	2285861
<b>MISCELLANEOUS DESIGN (Ring Design)</b>	2160105
<b>MISCELLANEOUS DESIGN (Water Icon)</b>	2278282
<b>X-50</b>	2168804
<b>SYSTEM SOLUTIONS FOR A CHANGING WORLD</b>	2854511