

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viatran Corporation		10/18/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GSO Capital Partners, LP		
Street Address:	280 Park Avenue, 11th Floor		
Internal Address:	Building East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78516227	VIATRAN	
Serial Number:	78516275	VIATRAN	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92926		
ATTORNEY DOCKET NUMBER:	039961-0002 2ND VIATRAN		
NAME OF SUBMITTER:	Joanna Fowler		
Signature:	/Joanna Fowler/		

OP \$65.00 78516227

Date:

01/18/2006

Total Attachments: 13

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**SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 18th day of October, 2005 by and between Dynisco LLC, a Delaware limited liability company ("Dynisco"), Dynisco Parent, Inc., a Delaware corporation ("Parent") and certain subsidiaries of Parent listed on Annex A hereto; together with Dynisco and Parent individually a "Debtor" and collectively "Debtors"), and GSO Capital Partners LP, as administrative agent ("Second Lien Agent") for its own benefit and the benefit of the Second Lien Lenders party to the Second Lien Credit Agreement described below.

WITNESSETH

WHEREAS, pursuant to a certain Second Lien Credit Agreement of even date herewith by and among Dynisco, Dynisco Enterprises, LLC, the Second Lien Agent, and the other financial institutions party thereto (the "Second Lien Lenders") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), the Second Lien Lenders have agreed to make certain loans and extend certain other financial accommodations to Dynisco (capitalized terms used but not defined herein shall have the respective meanings given thereto in the Second Lien Credit Agreement);

WHEREAS, pursuant to a certain First Lien Credit Agreement of even date herewith by and among Dynisco, Dynisco Enterprises, LLC, The Governor and Company of The Bank of Ireland as administrative agent (the "First Lien Agent") for the other financial institutions party thereto (the "First Lien Lenders") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), the First Lien Lenders have agreed to make certain loans and extend certain other financial accommodations to Dynisco (capitalized terms used but not defined herein shall have the respective meanings given thereto in the First Lien Credit Agreement);

WHEREAS, Parent and the Subsidiaries of Parent listed on Annex A hereto and have guaranteed the Obligations of Dynisco; and

WHEREAS, a certain Second Lien Security Agreement of even date herewith among Second Lien Agent, Debtors and certain affiliates of Debtors (the "Second Lien Security Agreement") grants to Second Lien Agent, for its own benefit and the benefit of the Second Lien Lenders, a continuing security interest in, among other things, substantially all of each Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

WHEREAS, a certain First Lien Security Agreement of even date herewith among First Lien Agent, Debtors and certain affiliates of Debtors (the "First Lien Security Agreement") grants to First Lien Agent, for its own benefit and the benefit of the First Lien Lenders, a continuing security interest in, among other things, substantially all of each Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefore (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor agrees as follows:

1. Incorporation of Second Lien Security Agreement; Second Lien Credit Agreement Definitions. The Second Lien Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Second Lien Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Debtor hereby grants to Second Lien Agent, for its own benefit and on behalf of the Second Lien Lenders, a continuing security interest in such Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, including, without limitation, the issued patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or amendment to allege use is filed with respect to such applications), including, without limitation, the trademark registrations and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of such Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Debtor hereby assigns, transfers and conveys, effective upon notice from Agent to Debtor after the occurrence and during the continuance of any Event of Default, to Second Lien Agent, for its own benefit and on behalf of the Second Lien Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Debtor or any other Person by Second Lien Agent (except that if Second Lien Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the United States and foreign issued patents, issued copyrights and registered trademarks, and all of the federal applications therefor now owned by each Debtor. Each Debtor shall promptly, and in no event later than thirty (30) days after such issuance, registration or application, provide Agent with an updated list of all Patents, Copyrights and Trademarks issued, registered or applied for by such Debtor subsequent to the issuance of the previous list, which Patents, Copyrights and Trademarks, if any, shall be subject to the terms and conditions of the Second Lien Security Agreement and this Agreement.

4. Effect on Second Lien Credit Agreement; Cumulative Remedies. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Second Lien Agent or the Second Lien Lenders under the

Second Lien Credit Agreement or the Second Lien Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Second Lien Agent and the Second Lien Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Second Lien Credit Agreement or the Second Lien Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER SECOND LIEN AGENT NOR ANY SECOND LIEN LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT EACH DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Debtor and its respective successors and assigns, and shall inure to the benefit of Second Lien Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE NEW YORK UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF NEW YORK, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

7. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of October 18, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Dynisco, the First Lien Agent and the Second Lien Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

DYNISCO LLC
By: DYNISCO ENTERPRISES, LLC
Its: Manager

By: _____
Title: _____

DYNISCO PARENT, INC.

By: _____
Title: _____

EACH OF THE PERSONS ON ANNEX A HERETO

By: _____
Title: _____

[SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

DYNISCO POLYMER TEST, INC.

By: _____

Title: _____

[Handwritten signature]

[SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

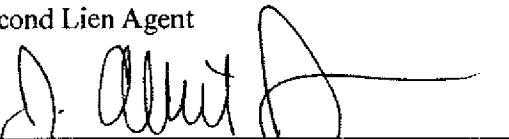
TRADEMARK
REEL: 003229 FRAME: 0733

Accepted and Agreed to:

GSO CAPITAL PARTNERS LP,
as Second Lien Agent

By:

Title:



J. ALBERT SMITH
MANAGING MEMBER

[SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

TRADEMARK
REEL: 003229 FRAME: 0734

ANNEX A

Dynisco Enterprises, LLC
Dynisco Instruments LLC
Dynisco Polymer Test, Inc.
Alpha Technologies Japan LLC
Alpha UK Holdings LLC
Alpha Holdings of Delaware I LLC
Alpha Holdings of Delaware II LLC
Alpha Technologies Services LLC
Dynisco Viatran LLC
Viatran Corporation

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT
PATENTS**

NY1072568.4

**TRADEMARK
REEL: 003229 FRAME: 0736**

Patent Schedule

Title	Patent No.	Issue Date	Owner
Polymer Filtration Apparatus	4814186	03/21/1989	Dynisco Extrusion L.L.C.
Water Ring Pelletizer	5215763	06/01/1993	Dynisco Extrusion L.L.C.
Sealing Means For Slide Plate Screen Changer	5439589	08/08/1995	Dynisco Extrusion L.L.C.
Filter Changer With Bimodal Sealing Means	6238558	05/29/2001	Dynisco Extrusion L.L.C.
Screen Changer With Controlled Gap	6010625	01/04/2000	Dynisco Extrusion LLC
Apparatus For Producing And Cooling Polymer Pellets	6575722	06/10/2003	Dynisco Extrusion LLC
Continuous Flow Polymer Filtration Apparatus And Process	5417866	05/23/1995	Dynisco Extrusion, Inc.
Sealing Device For Polymer Filtration Apparatus	5507498	04/16/1996	Dynisco Extrusion, Inc.
Polymer Filtration Method And Apparatus	6168411	01/02/2001	Dynisco Extrusion, Inc.
Polymer Filtration Apparatus And Method Of Use	6270703	08/07/2001	Dynisco Extrusion, Inc.
Pressure Transducer	6923068	08/02/2005	Dynisco Instruments
High Pressure Transducer	4819487	04/11/1989	Dynisco Instruments LLC
Pressure Transducer	4829827	05/16/1989	Dynisco Instruments LLC
Pressure Transducer	4858471	08/22/1989	Dynisco Instruments LLC
Capillary Rheometer Plunger Pressure Transducer And Measurement Technique	5209107	05/11/1993	Dynisco Instruments LLC
Optical Pressure Transducer	5319978	06/14/1994	Dynisco Instruments LLC
Optical Pressure Transducer Having A Fixed Reflector And A Movable Reflector Attached To A Diaphragm (Div Of 7037)	5351547	10/4/1994	Dynisco Instruments LLC
Pressure Transducer Including Coaxial Rings	5440932	08/15/1995	Dynisco Instruments LLC
Injection Molding Machine Pressure Transducer With Trapezoidal Cavity	5602339	02/11/1997	Dynisco Instruments LLC
Air/Cooled Shaft Seal	6179594	01/30/2001	Dynisco Instruments LLC
High/Pressure, Self/Lubricating Journal Bearings	6213745	04/10/2001	Dynisco Instruments LLC
Air-Cooled Shaft Seal	6264447	7/24/2001	Dynisco Instruments LLC
Method And Apparatus For Rheological Testing	4794788	1/3/1989	Dynisco LLC
Testing Of Viscoelastic Materials	5079956	1/14/1992	Dynisco LLC
Automation Of Test Instruments	5309768	5/10/1994	Dynisco LLC
Method And Instrument For Viscoelastic Measurements	5481903	1/9/1996	Dynisco LLC
Method And Apparatus For Measuring Viscous Heating Of Viscoelastic Materials	6164818	12/26/2000	Dynisco LLC
Method And Apparatus For Sealing Test Materials	6336357	01/08/2002	Dynisco LLC

**SCHEDULE B
TO
SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT**

COPYRIGHTS

None

**SCHEDULE C
TO
SECOND LIEN PATENT, TRADEMARK AND COPYRIGHT SECURITY
AGREEMENT
TRADEMARKS**

Trademark Schedule

Trademark	App. No. App. Date	Reg. No. Reg. Date	Owner
D DYNISCO	75530264 August 4, 1998	2339265 April 4, 2000	Dynisco Instruments LLC
DYNISCO	72223486 July 16, 1965	0806317 March 29, 1966	Dynisco Instruments LLC
EPRESSURE	75761108 July 28, 1999	2470716 July 17, 2001	Dynisco Instruments LLC
EPRESSURE.COM	75761107 July 28, 1999	2472515 July 24, 2001	Dynisco Instruments LLC
DYNISCO	78225038 March 13, 2003	2908253 December 7, 2004	Dynisco LLC
MDR 2000	73779305 February 7, 1989	1561964 October 24, 1989	Dynisco LLC
MOONEY MV 2000	74003481 November 20, 1989	1608950 August 7, 1990	Dynisco LLC
PERMASEAL	75942818 March 13, 2000	2745622 August 5, 2003	Dynisco LLC
RPA 2000	74428695 August 26, 1993	1842800 July 5, 1994	Dynisco LLC
DYMAX	78163854 September 13, 2002	2887579 September 21, 2004	Dynisco, LLC
VIATRAN	78516227 November 12, 2004		Viatran Corporation
VIATRAN	78516275 November 12, 2004		Viatran Corporation