

**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
DelStar Technologies, Inc.		03/17/2006	CORPORATION: DELAWARE
U.S. Netting, Inc.		03/17/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	CIT Lending Services Corporation
Street Address:	1 CIT Drive
Internal Address:	3rd Floor
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	910990	DELNET
Registration Number:	2300773	DELPORE
Registration Number:	2192570	STRATEX
Registration Number:	2300774	DELSORB
Registration Number:	2330233	DELGUARD
Registration Number:	1370201	DURONET
Registration Number:	1394059	FLEX-GUARD
Registration Number:	2685561	HAIL GUARD
Registration Number:	789254	NALTEX
Registration Number:	1394058	TEXLINER
Registration Number:	1390783	SPIRO-TEX
Registration Number:	1383814	SOFTLINER

CH \$340.00 910990

Registration Number:

2231333

SHUR-GRIP

**CORRESPONDENCE DATA**

Fax Number: (212)836-8026

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

Phone: 212-836-7319

Email: psomelofske@kayescholer.com

Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP

Address Line 1: 425 Park Avenue

Address Line 2: 14-B

Address Line 4: New York, NEW YORK 10022-3598

NAME OF SUBMITTER:

Paul J. Somelofske

Signature:

/Paul J. Somelofske/

Date:

03/23/2006

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 17, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Amended and Restated First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Lending Services Corporation ("CIT"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

### RECITALS:

A. Pursuant to the Amended and Restated Credit Agreement dated as of March 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DelStar, Inc. (the "Parent"), DelStar Holding Corp. ("Holding"), DelStar Technologies, Inc. (the "Borrower"), the Subsidiary Guarantors (as defined in the Credit Agreement), the Lenders (as defined in the Credit Agreement) at any time party thereto, and CIT as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Parent, Holding and the Subsidiary Guarantors have guaranteed the Obligations pursuant to that certain Amended and Restated Guaranty dated as of March 17, 2006, by and among Parent, Holding, the Subsidiary Guarantors and each of the other entities listed on the signature pages thereof that becomes party thereto (together with Parent and Holding, the "Guarantors"), in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain Amended and Restated First Lien Pledge and Security Agreement dated as of March 17, 2006 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

### SECTION 1. DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

### SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of

the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the First Lien Agent, for the benefit of the Secured Parties, and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of such Trademarks and Trademark Licenses;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of such Trademarks and Trademark Licenses, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

\* \* \*


[Signatures Pages Follow]

FROM


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**DELSTAR TECHNOLOGIES, INC.**  
as Grantor

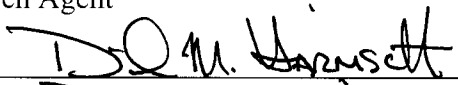
By   
Name: MARK ABRAHAMS  
Title: PRESIDENT

**U.S. NETTING, INC.**  
as Grantor

By   
Name: MARK ABRAHAMS  
Title: PRESIDENT

ACCEPTED AND AGREED  
as of the date first above written:

CIT LENDING SERVICES CORPORATION,  
as First Lien Agent

By   
Name: DARIO M. HARNISCH  
Title: Vice President

**SCHEDULE  
TO  
TRADEMARK SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY**

Trademarks and Trademark Licenses:

A. United States

DelStar Technologies, Inc.

1. DELNET, Reg. No. 910,990 (Registered April 6, 1971)
2. DELPORE, Reg. No. 2,300,773 (Registered December 14, 1999)
3. STRATEX, Reg. No. 2,192,570 (Registered September 29, 1998)
4. DELSORB, Reg. No. 2,300,774 (Registered December 14, 1999)
5. CORETEC, unregistered
  - i.) an application to register this trade mark is in process and shall be filed shortly
6. DELGUARD, Reg. No. 2,330,233 (Registered March 14, 2000)

U.S. Netting, Inc.

1. DURONET, Reg. No. 1,370,201 (Registered November 12, 1985)
2. FLEX-GUARD, Reg. No. 1,394,059 (Registered May 20, 1986)
3. HAIL GUARD, Reg. No. 2,685,561 (Registered February 11, 2003)
4. NALTEX, Reg. No. 789,254 (Registered May 11, 1965)
5. TEXLINER, Reg. No. 1,394,058 (Registered May 20, 1986)
6. SPIRO-TEX, Reg. No. 1,390,783 (Registered April 22, 1986)
7. SOFTLINER, Reg. No. 1,383,814 (Registered February 18, 1986)
8. SHUR-GRIP, Reg. No. 2,231,333 (Registered March 16, 1999)