

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interdynamics, Inc.		04/05/2006	CORPORATION: NEW YORK
Interdynamics New York LLC		04/05/2006	LIMITED LIABILITY COMPANY: DELAWARE
Interdynamics Texas LP		04/05/2006	LIMITED PARTNERSHIP: DELAWARE
Interdynamics Holdings, Inc.		04/05/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bridge Healthcare Finance, LLC, as agent
<b>Street Address:</b>	233 S. Wacker Drive, Suite 5350
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	76584219	EZGAUGE
Registration Number:	910595	HIDE-A-TENNA
Serial Number:	78670428	GLACIER ICE
Serial Number:	78560508	MACH SPEED
Serial Number:	78484298	BIG CHILL
Registration Number:	2830634	INFLATE 'N SEAL
Registration Number:	1550742	LASER 250
Serial Number:	78453227	ARCTIC FREEZE
Serial Number:	76497837	EZGAUGE
Serial Number:	76486587	

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Registration Number:	1115872	ID
Serial Number:	78710836	CERTIFIED A/C PRO
Serial Number:	78465435	TYPHOONMAX
Registration Number:	3038203	XYCLEEN
Registration Number:	2761612	E-Z CHARGE
Registration Number:	2752800	DIRECT CHARGE
Serial Number:	76484934	
Registration Number:	2637611	REFILL & TREATMENT
Registration Number:	2929481	EZ CHILL
Registration Number:	2868092	MEASURE & CHARGE
Registration Number:	2816592	HIGH MILEAGE 5000001
Registration Number:	2752801	FAST COOL
Registration Number:	2606484	MAXI COOL
Registration Number:	1857416	INTERDYNAMICS

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-756-2388  
Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq. (017962.0097)
Signature:	/kc for da/
Date:	04/13/2006

**Total Attachments: 14**  
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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 April 6, 2006, by INTERDYNAMICS HOLDINGS, INC., a Delaware corporation (the "Parent"), INTERDYNAMICS, INC., a New York corporation ("Interdynamics"), INTERDYNAMICS NEW YORK LLC, a Delaware limited liability company ("Interdynamics NY") and INTERDYNAMICS TEXAS LP, a Delaware limited partnership ("Interdynamics TX", and, together with Parent, Interdynamics and Interdynamics NY, and including any successors or permitted assignees thereof, each the "Grantor" and collectively the "Grantors"), in favor of BRIDGE HEALTHCARE FINANCE, LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Credit Agreement referred to below) (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 Credit Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Grantors, the Agent and the Lenders (as amended, restated, supplemented, renewed, refinanced or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors certain amounts (collectively, the "Loans") and to extend other financial accommodations; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit 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 Credit 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 Credit Agreement, each Grantor hereby grants to Agent, for the 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 Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis) and all Letters of Credit have been cancelled and cash collateralized in accordance with the Credit Agreement.

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 Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis) and all Letters of Credit have been cancelled and cash collateralized in accordance with the Credit Agreement. 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 Credit 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 Credit 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 Credit Agreement or the other Loan Documents, the provisions of the Credit Agreement or the other Loan Documents shall govern.

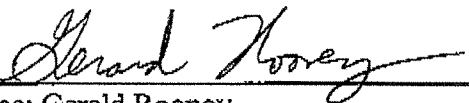
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of an original executed counterpart. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

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

**GRANTORS:**

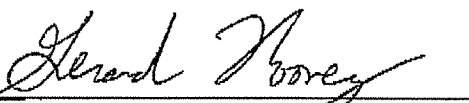
INTERDYNAMICS HOLDINGS, INC.

By:   
Name: Gerald Rooney  
Title: Chief Financial Officer

INTERDYNAMICS, INC.

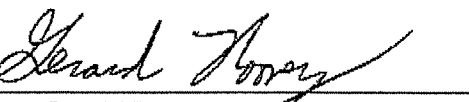
By:   
Name: Gerald Rooney  
Title: Chief Financial Officer

INTERDYNAMICS NEW YORK LLC

By:   
Name: Gerald Rooney  
Title: Chief Financial Officer

INTERDYNAMICS TEXAS LP

By: Interdynamics, Inc., as general partner

By:   
Name: Gerald Rooney  
Title: Chief Financial Officer



ACKNOWLEDGMENT

STATE OF New York :

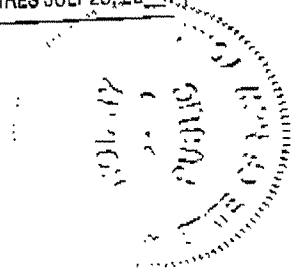
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COUNTY OF Westchester :

Before me, the undersigned, a Notary Public, on this 5<sup>th</sup> day of April, 2006, personally appeared Gerald Rooney, to me known personally, who, being by me duly sworn, did say that he is the Chief Financial Officer of Interdynamics Holdings, Inc., Interdynamics, Inc., Interdynamics New York LLC and Interdynamics Texas LP, each as a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each Grantor, by authority of their respective boards of directors or similar governing body, and he acknowledged said instrument to be his free act and deed.


*Cerri Effort*  
Notary Public  
My Commission Expires: 7/28/07

CERRI EFFORT  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01EF6096558  
QUALIFIED IN WESTCHESTER COUNTY  
MY COMMISSION EXPIRES JULY 28, 2007



**AGENT:**

BRIDGE HEALTHCARE FINANCE, LLC

By:   
Name: Randolph T. Abrahams  
Title: President & Chief Executive Officer

ACKNOWLEDGMENT

STATE OF IL :

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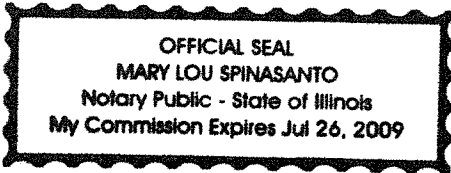
COUNTY OF Cook :

Before me, the undersigned, a Notary Public, on this 5 day of April, 2006, personally appeared Randolph T. Abrahams, to me known personally, who, being by me duly sworn, did say that he is the President & Chief Executive Officer of Bridge Healthcare Finance, LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and he acknowledged said instrument to be his free act and deed.

*Mary Lou Spinasanto*

Notary Public

My Commission Expires: 7/26/2009



**SCHEDULE A**  
**Copyright Registrations**

<u>Title</u>	<u>Reg. No.</u>
A/C training video.	PA-1,210,451
Auto coolant & anti-freeze return system : model CR-2.	VA-733,123
Portable electric air compressor, model number LFB-200 operating instructions.	TX-1,380,539

**SCHEDULE B**  
**Patents and Patent Applications**

<u>Title</u>	<u>Reg. / App. No.</u>
ANTENNA FOR USE WITH AN AUTOMOBILE	3,634,864
DISPENSING APPARATUS FOR ROLLED MATERIALS	3,737,087
ELECTRICAL CONNECTIONS USING DISCRETE, ELECTRICALLY-CONDUCTIVE PARTICLES	3,783,242
ELECTRONIC HEADING DEVICE FOR VEHICLE WINDOWS	4,213,028
AIR COMPRESSOR UNIT	D270733
PORTABLE AIR COMPRESSOR	D273789
PORTABLE AIR PUMP ASSEMBLY AND DETEACHABLE SAFETY LAMP FOR AUTOMOTIVE VEHICLE	4,776,776
COMBINED AIR COMPRESSOR AND FLASHLIGHT	D300433
FLASHLIGHT FOR ATTACHMENT TO A PORTABLE AIR COMPRESSOR	D307806
AUTOMATIC CLIMATE CONTROL SYSTEM	5,234,050
AUTOMATIC CLIMATE CONTROL UNIT FOR MOUNTING ON AUTOMOBILE DASHBOARDS OR FLOORS	D341653
AUTOMATIC CLIMATE CONTROL UNIT FOR AN AUTOMOBILE	D341818
AUTOMATIC CLIMATE CONTROL UNIT FOR AN AUTOMOBILE	D343165
AUTOMATIC CLIMATE CONTROL DEVICE FOR AUTOMOBILES	D344028
INSTALLER CLIMATE CONTROL SYSTEM	5,294,050
HANDS-FREE AIR COMPRESSOR	D400892
AIR COMPRESSOR	D403330
AIR COMPRESSOR	D403331
METHOD OF RETROFITTING AIR CONDITIONER AND SYSTEM THEREFOR	6,089,032
WAXER-BUFFER	D443397
HAND-HELD TOOL AND ADJUSTABLE HANDLE FOR SAME	6,266,850
SINGLE CAN AUTOMOTIVE AIR CONDITIONER REFILL AND TREATMENT	6,360,554
UNITARY HOSE CONNECTOR FOR AUTOMOBILE AIR CONDITIONER SERVICING AND KIT UTILIZING SAME	6,446,453
METHOD OF RETROFITTING AIR CONDITIONER AND SYSTEM THEREFOR	6,467,283

<u>Title</u>	<u>Reg. / App. No.</u>
AIR PUMP	D467593
AIR PUMP	D467941
AIR PUMP	D467942
AIR PUMP	D470863
PRESSURIZED CONTAINER ADAPTER FOR CHARGING AUTOMOTIVE SYSTEMS	6,539,988
PRESSURIZED CONTAINER ADAPTER FOR CHARGING AUTOMOTIVE SYSTEMS	6,648,035
PRESSURIZED CONTAINER ADAPTER FOR CHARGING AUTOMOTIVE SYSTEMS	6,698,466
APPARATUS FOR SEALING, INFLATING, AND REPAIRING TIRES	6,789,581
AUTOMOBILE AIR CONDITIONING SYSTEM HAND HELD PRESSURE MEASURING DEVICE	6,898,979
HAND HELD PRESSURE GAUGE	D506154
AIR CONDITIONER PRESSURE GAUGE AND CHARGING ADAPTER	D511307
DEVICE FOR MEASURING PRESSURE IN AUTOMOBILE AIR CONDITIONER AND CHARGING SAME WITH REFRIGERANT AND METHOD OF SAME	6,978,636
CONTROLLED LEAKAGE CONTAINER AND METHOD	10/850,454
AUTOMOBILE AIR CONDITIONING SYSTEM HAND HELD PRESSURE MEASURING DEVICE	PCT/US2004/026794
AUTOMOBILE AIR CONDITIONING SYSTEM HAND HELD PRESSURE MEASURING DEVICE	10/644,699
QUICK CONNECTOR SYSTEM WITH CONTROLLED LEAKAGE	10/935,689
HEATER ASSEMBLY FOR HEATING GLASS SURFACE	4,488,033
METHOD OF RETROFITTING AIR CONDITIONER AND SYSTEM THEREFOR	10/228,805
PRESSURIZED CONTAINER ADAPTER FOR CHARGING AUTOMOTIVE SYSTEMS	10/617,966
PRESSURIZED CONTAINER ADAPTER FOR	60/486,447

<u>Title</u>	<u>Reg. / App. No.</u>
CHARGING AUTOMOTIVE SYSTEMS	
AUTO. AIR CONDITIONING SYSTEM HAND HELD PRESSURE MEASURING DEVICE	10/644,699
DEVICE FOR MEASURING PRESSURE IN AUTOMOBILE AIR CONDITIONER AND FOR CHARGING SAME	10/664,507
HAND-HELD PRESSURE GAUGE	29/191,531
APPARATUS FOR SEALING, INFLATING, AND REPAIRING TIRES	PCT/US03/33167
DEVICE FOR MEASURING PRESSURE IN AUTOMOBILE AIR CONDITIONER AND FOR CHARGING SAME	PCT/US03/33503
DEVICE FOR MEASURING PRESSURE IN AUTOMOBILE AIR CONDITIONER AND CHARGING SAME WITH REFRIGERANT	60/516,552
AIR CONDITIONER PRESSURE GAUGE AND CHARGING ADAPTER	29/198,657
APPARATUS AND METHOD FOR SERVICING A COOLANT SYSTEM	10/975,816
APPARATUS AND METHOD FOR SERVICING A COOLANT SYSTEM	60/516,552

**SCHEDULE C**  
**Trademark Registrations and Applications**

<u>Mark</u>	<u>Reg./App. No.</u>
EZGAUGE	76/584,219
HIDE-A-TENNA	910,595
GLACIER ICE	78/670,428
MACH SPEED	78/560,508
BIG CHILL	78/484,298
INFLATE 'N SEAL	2,830,634
LASER 250	1,550,742
ARCTIC FREEZE	78/453,227
EZGAUGE	76/497,837
EZGAUGE	76/486,587
ID	1,115,872
CERTIFIED A/C PRO	78/710,836
TYPHOONMAX	78/465,435
XYCLEEN	3,038,203
E-Z CHARGE	2,761,612
DIRECT CHARGE	2,752,800
MEASURE & CHARGE	76/484,934
REFILL & TREATMENT	2,637,611
EZ CHILL	2,929,481
MEASURE & CHARGE	2,868,092
HIGH MILEAGE 5000001	2,816,592
FAST COOL	2,752,801
MAXI COOL	2,606,484
INTERDYNAMICS	1,857,416



**SCHEDULE D**  
**Domain Names**

www.id-usa.com

IP Security Agreement

**RECORDED: 04/13/2006**

**TRADEMARK**  
**REEL: 003289 FRAME: 0393**