

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cadence Innovation LLC	FORMERLY New Venture Holdings, LLC	10/31/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	55 South Lake Avenue, Suite 9000		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91101		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78079411	XTREME PIPE	
<b>Serial Number:</b>	78079380	PULL-IN-JECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)630-5728		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-891-5011		
<b>Email:</b>	jhawke@buchalter.com		
<b>Correspondent Name:</b>	Jody Hawke		
<b>Address Line 1:</b>	1000 Wilshire Boulevard, Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-2457		
<b>ATTORNEY DOCKET NUMBER:</b>	B0660-0058		
<b>NAME OF SUBMITTER:</b>	Jody Hawke		
<b>Signature:</b>	/Jody Hawke/		

CH \$65.00 78079411

Date:

05/05/2006

**Total Attachments: 3**

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**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

Cadence Innovation LLC, a Delaware limited liability company (formerly known as New Venture Holdings, LLC), whose address is 6555 15 Mile Road, Sterling Heights, MI 48312 ("Grantor") hereby acknowledges the following:

Grantor and Bank of America, N.A., with an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 (as administrative agent for the Lenders, the "Agent"), are party to that certain Amended and Restated Credit Agreement, dated as of October 31, 2005 (as amended, modified, renewed or extended from time to time, the "Credit Agreement") by and among the Grantor, New Venture Real Estate Holdings, LLC, a Michigan limited liability company ("NVRE Holdings") the Agent and the financial institutions from time to time party thereto (the "Lenders"); and


Under the terms of the Credit Agreement and that certain Amended and Restated Security Agreement, dated as of October 31, 2005 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), entered into between the Grantor, NVRE Holdings and the Agent, Grantor has granted to the Agent, for the ratable benefit of the Agent and the Lenders, a security interest in: (a) the trademarks and trademark registrations and applications therefor which are identified on Schedule A attached hereto and incorporated herein by this reference (the "Trademarks"), together with the goodwill thereto; and (b) the patents and patent applications which are identified on Schedule B attached hereto and incorporated herein by this reference (the "Patents"), owned by Grantor, which Trademarks and Patents are appurtenant, and all actions for infringement concerning the foregoing.

Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which the Agent may have in any other collateral described in the Security Agreement or otherwise. Capitalized terms used but not defined herein shall have the meanings given them in the Credit Agreement.

[Signature page to follow]

31<sup>st</sup> IN WITNESS WHEREOF, the undersigned has duly executed this document as of the  
day of October, 2005.

**CADENCE INNOVATION LLC,**  
a Delaware limited liability company  
(formerly known as New Venture Holdings, LLC)

By:   
Name: MIKAL AUDREY  
Title: COO

**SCHEDULE A**

**VENTURE INDUSTRIES CORP.  
U.S. TRADEMARKS**

No.	Serial No.	Filing Date	Reg. No.	Reg. Date	Word Mark	Live/Dead	Assignee
1	75/070,542	03/11/1996	2,096,755	09/16/1997	PLASTICS IN PROGRESS	DEAD	Venture Industries Corp.
2	74/716,986	08/17/1995	1,979,886	06/11/1996	REAP	LIVE	Venture Industries Corp.
3	74/716,980	08/17/1995	2,100,731	09/30/1977	V	DEAD	Venture Industries Corp.
4	74/716,978	08/17/1995	2,701,593	04/01/2003	VENTURE	LIVE	Venture Industries Corp.

**VENTURE INDUSTRIES CORP.  
U.S. TRADEMARK APPLICATIONS**

No.	Serial No.	Filing Date	Word Mark	Live/ Dead	Assignee
1	73/717,792	03/21/1988	V	DEAD	Venture Industries Corp.
2	78/073,808	01/13/2001	VENPET	LIVE	Venture Industries Corp.
3	78/079,406	08/15/2001	SUPERTUBE	DEAD	Venture Industries Corp.
4	78/079,400	08/15/2001	SUPERPIPE	DEAD	Venture Industries Corp.
5	78/079,386	08/15/2001	PULL-N-JECT	LIVE	Venture Industries Corp.
6	78/097,886	12/12/2001	VEHISTROLLER	LIVE	Venture Industries Corp.
7	78/079,414	08/15/2001	XTREME TUBE	LIVE	Venture Industries Corp.
8	78/079,411	08/15/2001	XTREME PIPE	LIVE	Venture Industries Corp.
9	78/079,409	08/15/2001	XTREME BEAM	LIVE	Venture Industries Corp.
10	78/122,823	04/19/2002	VENPET	DEAD	Venture Industries Corp.
11	78/079,388	08/15/2001	PULJECT	LIVE	Venture Industries Corp.
12	78/079,382	08/15/2001	PULLJECTION	LIVE	Venture Industries Corp.
13	78/079,380	08/15/2001	PULL-IN- JECTION	LIVE	Venture Industries Corp.
14	76/258,984	05/18/2001	PUCKY	LIVE	Venture Industries Corp.
15	78/229,819	03/25/2003	SANDWIFORM	LIVE	Venture Industries Corp.