

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intuitive Manufacturing Systems, Inc.		08/02/2006	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Harris N.A., as administrative agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1973195	MRP9000	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1623818		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH 1973195 \$40.00

900055234

TRADEMARK
REEL: 003365 FRAME: 0682

Date:

08/09/2006

Total Attachments: 5

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SECOND LIEN TRADEMARK COLLATERAL AGREEMENT

This 2nd day of August, 2006, INTUITIVE MANUFACTURING SYSTEMS, INC., a Washington corporation ("*Debtor*"), with its principal place of business and mailing address at 121311 113th Avenue, Suite 200, Kirkland, Washington 98034, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent for the Secured Creditors defined in that certain Security Agreement hereinafter defined (Harris acting as such administrative agent and any successor or successors to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), a lien on, and a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Second Lien Security Agreement dated as of the date hereof by and among the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified, supplemented or restated from time to time (the "*Security Agreement*").


Notwithstanding the foregoing, this Second Lien Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by the Debtor for any Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*").

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of even date herewith (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between Harris N.A., as First Lien Collateral Agent and Harris N.A., as 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 this Second Lien Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTUITIVE MANUFACTURING SYSTEMS, INC.

By 
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as Agent

By _____
Name: _____
Its: _____

[Signature Page to Intuitive Second Lien Trademark Collateral Agreement]

Debtor does hereby further acknowledge and affirms that the rights and remedies of the Agent with respect to the security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement and in the event of any conflict or ambiguity between this Second Lien Trademark Collateral Agreement and the Security Agreement, the Security Agreement shall control.

The lien and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses granted to the Agent and the exercise of any right or remedy of the Agent are subject to the provisions of that certain Intercreditor Agreement dated as of even date herewith (the Intercreditor Agreement as may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and between Harris N.A., as First Lien Collateral Agent and Harris N.A., as 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 this Second Lien Trademark Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.


IN WITNESS WHEREOF, Debtor has caused this Second Lien Trademark Collateral Agreement to be duly executed as of the date and year last above written.

INTUITIVE MANUFACTURING SYSTEMS, INC.

By _____
Name: _____
Its: _____

Accepted and agreed to at Chicago, Illinois as of the day and year last above written.

HARRIS N.A., as Agent

By  _____
Name: **Mark W. Piekos**
Its: **Managing Director**

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK REGISTRATION

NAME	REGISTRATION NO.	DATE
MRP9000	1,973,195	5/7/96

TRADEMARK APPLICATIONS

None

[PLEASE CONFIRM THAT THE SCHEDULE INFORMATION IS ACCURATE AND CORRECT]

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.