

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
VAN DORN DEMAG CORPORATION		09/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BAYERISCHE HYPO- UND VEREINSBANK AG, LONDON BRANCH
Street Address:	41 MOORGATE
City:	LONDON
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 6PP
Entity Type:	LONDON BRANCH OF A GERMAN BANK:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3103029	DEMAG PLASTICS GROUP
Registration Number:	2654029	MOLDER ACTION NETWORK
Registration Number:	2546439	MOLDER ACTION NETWORK
Registration Number:	2968058	PRAXIS
Serial Number:	78405664	VAN DORN DEMAG
Serial Number:	78906912	VAN DORN DEMAG
Registration Number:	2537340	INTEGRA
Registration Number:	1456312	PATHFINDER
Registration Number:	0730370	VAN DORN
Registration Number:	2670399	INTELECT
Registration Number:	2673134	INT ELECT
Registration Number:	2582412	CALIBER
Registration Number:	0862693	THERMO-JECT

CH \$365.00 3103029

Registration Number:

2601787

CADENCE

CORRESPONDENCE DATA

Fax Number: (646)848-4455

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

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Scott Lyne

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP - IP Docketing

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

766-135

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Scott Lyne

Signature:

/SCOTT LYNE/

Date:

10/26/2006

Total Attachments: 8

source=Security Agreement#page1.tif

source=Security Agreement#page2.tif

source=Security Agreement#page3.tif

source=Security Agreement#page4.tif

source=Security Agreement#page5.tif

source=Security Agreement#page6.tif

source=Security Agreement#page7.tif

source=Security Agreement#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated September 20, 2006, is made by the person listed on the signature page hereof (the “**Grantor**”) in favor of Bayerische Hypo- und Vereinsbank AG, London Branch as Security Agent (the “**Security Agent**”) for the Finance Parties (as defined in the Senior Credit Facilities and the Mezzanine Credit Facility referred to below) (collectively, the “**Finance Parties**”).

WHEREAS, the Parent and certain of its Subsidiaries, as Borrowers and/or Guarantors (each as defined in the Senior Credit Facilities defined below), have entered into a Senior Credit Facilities dated June 29, 2006 (said Senior Credit Facilities, as it has been and may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Senior Credit Facilities**”) with Bayerische Hypo- und Vereinsbank AG, as Arranger and Original Lender, and Bayerische Hypo- und Vereinsbank AG, London Branch, as Facility Agent, Security Agent and Documentation Agent (each as defined therein).

WHEREAS, the Parent and certain of its Subsidiaries, as Borrowers and/or Guarantors (each as defined in the Mezzanine Credit Facility defined below), have entered into a Mezzanine Credit Facility dated June 29, 2006 (said Mezzanine Credit Facility, as it has been and may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Mezzanine Credit Facility**”) with Bayerische Hypo- und Vereinsbank AG, as Arranger and Original Lender, and Bayerische Hypo- und Vereinsbank AG, London Branch, as Facility Agent, Security Agent and Documentation Agent (each as defined therein).

WHEREAS, the Parent and certain of its Subsidiaries have entered into an Intercreditor Agreement dated June 30, 2006 (said Intercreditor Agreement, as it has been and may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the “**Intercreditor Agreement**”) with MPM EQUITY LLC and MPM Holdings I LLC, as Subordinated Creditors, Bayerische Hypo- und Vereinsbank AG, London Branch, as Senior Facility Agent, Mezzanine Facility Agent and Security Agent, the Senior Lenders and the Mezzanine Lenders (each as defined therein).

WHEREAS, MPM Holdings I LLC and certain of its Subsidiaries, as Note Obligors, have entered into a Loan Note Intercreditor Agreement dated June 30, 2006 (as it has been and hereafter may be amended, amended and restated, supplemented or otherwise modified from time to time) with Demag Investments S.à.r.l., as Original Noteholder, Hypo- und Vereinsbank AG, as Security Agent, and the Finance Parties (each as defined therein).

WHEREAS, as a condition precedent to the making of Advances and the issuing of Lender Guarantees by the Lenders under the Senior Credit Facilities and the Mezzanine Credit Facility, as applicable, and the entry into Hedging Agreements by the Hedging Lenders from time to time, the Grantor and others have executed and delivered that certain Security Agreement dated September 20, 2006 to the Security Agent (as it has been and hereafter may be amended, amended and restated, supplemented or otherwise modified

from time to time, the “**Security Agreement**”). Terms used herein and not defined herein shall have the meaning given to such terms in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the ratable benefit of the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent for the ratable benefit of the Finance Parties a security interest in all of the Grantor’s right, title and interest in and to the following (the “**Collateral**”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “**Trademarks**”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security

Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Finance Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VAN DORN DEMAG CORPORATION

By 

Name: Stefan Neumann

Title: CFO/Treasurer / VP Finance

Address for Notices:

11792 Alameda Drive
Strongsville, OH 44139-3000

Schedule A

Patents

INTELLECTUAL PROPERTY

Patents

Grantor	Patent/Application Number	Title	Status
Van Dorn Demag Corporation	5,456,870	Barrel temperature state controller for injection	Issued
Van Dorn Demag Corporation	5,513,115	Clamp control for injection molding machine	Issued
Van Dorn Demag Corporation	6,089,849	Hybrid injection molding machine	Issued
Van Dorn Demag Corporation	6,299,427	Hybrid injection molding machine	Issued
Van Dorn Demag Corporation	5,997,778	Auto-tuned adaptive process controlled, imm	Issued
Van Dorn Demag Corporation	7,031,800	00 control for injection molding machine	Issued
Van Dorn Demag Corporation	6,682,669	Model predictive control apparatus and methods for	Issued
Van Dorn Demag Corporation	6,695,994	Melt pressure observer for electric injection mold	Issued

Van Dorn Demag Corporation	6,722,875	Vertical injection molding machine	Issued
Van Dorn Demag Corporation	6,616,441	Aligning device for vertical injection molding machine	Issued
Van Dorn Demag Corporation	5,493,503	Clamp control for injection molding machine	Issued
Van Dorn Demag Corporation	D331,881	Bottle	Issued

Schedule B

Trademarks

Trademarks and Trademark Applications

Owner	Mark (Logo)	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Van Dorn Demag Corporation	DEMAG PLASTICS GROUP	3,103,029	06/13/2006	78/405,647	04/21/2004	Registered
Van Dorn Demag Corporation	MOLDER ACTION NETWORK	2,654,029	11/26/2002	76/324,087	08/22/2001	Registered
Van Dorn Demag Corporation	MOLDER ACTION NETWORK	2,546,439	03/12/2002	76/104,196	08/04/2000	Registered
Van Dorn Demag Corporation	PRAXIS	2,968,058	07/12/2005	78/130,495	05/22/2002	Registered
Van Dorn Demag Corporation	VAN DORN DEMAG	N/A	N/A	78/405,664	04/21/2004	Pending
Van Dorn Demag Corporation	VAN DORN DEMAG	N/A	N/A	78/906,912	06/13/2006	Pending
Van Dorn Demag Corporation	INTEGRA	2,537,340	02/05/2002	76/069,544	06/12/2000	Registered
Van Dorn Demag Corporation	PATHFINDER	1,456,312	09/08/1987	73/642,374	02/02/1987	Registered

Van Dorn Demag Corporation	VAN DORN	730,370	04/24/1962	72/117,153	04/03/1961	Registered
Van Dorn Demag Corporation	INTELLECT	2,670,399	12/31/2002	78/070,360	06/21/2001	Registered
Van Dorn Demag Corporation	INTELLECT & Design	2,673,134	01/07/2003	76/290,572	07/27/2001	Registered
Van Dorn Demag Corporation	CALIBER	2,582,412	06/18/2002	78/072,872	07/09/2001	Registered
Van Dorn Demag Corporation	THERMO-JECT	862,693	12/31/1968	72/284,851	11/14/1967	Registered
Van Dorn Demag Corporation	CADENCE	2,601,787	07/30/2002	75/817,090	10/07/1999	Registered

Schedule C

Copyrights

None.