

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
Excel Mining Systems LLC		10/20/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1436199	DOUBLE LOCK	
Registration Number:	1475626	HY TEC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(714) 540-1235		
Email:	ipdocket@LW.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0286 EXCEL LIEN		
NAME OF SUBMITTER:	Pamela Pascual		
Signature:	/pamela pascual/		

OP \$65.00 1436199

Date:

10/30/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2006 is entered into by Excel Mining Systems LLC, a Delaware limited liability company (the "Grantor") and certain of its Affiliates (collectively, the "Grantors") and Credit Suisse, as Collateral Agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the US Pledge and Security Agreement dated as of October 20, 2006, among the Grantor, certain Affiliates of the Grantor, and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) Each Grantor hereby grants to the Collateral Agent, a security interest in and continuing Lien on all of Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement; provided that any application in the United States Patent and Trademark Office to register a trademark or service mark on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the applicable Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any Secured Trademarks or to delete any reference to any right, title or interest in any Secured Trademarks in which such Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and each Grantor and their respective successors and assigns. No Grantor shall, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

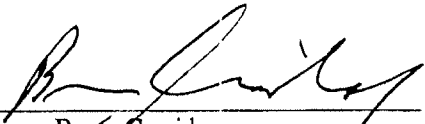
(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate 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 instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

EXCEL MINING SYSTEMS LLC

By: 
Name: Bruce Cassidy
Title: President and Chief Executive Officer

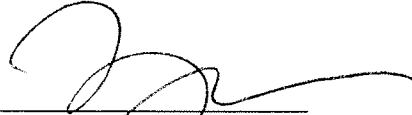
[Excel Trademark Security Agreement]

CREDIT SUISSE, Cayman Islands Branch,
as Collateral Agent



By: _____

Name: **JAMES MORAN**
Title: **MANAGING DIRECTOR**



By: _____

Name: **NUPUR KUMAR**
Title: **ASSOCIATE**

TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	App. Number App. Date	Reg. Number Reg. Date	Grantor
DOUBLE LOCK	73614476 August 13, 1986	1436199 April 14, 1987	Excel Mining Systems LLC
HY TEC	73665940 June 11, 1987	1475626 February 9, 1988	Excel Mining Systems LLC