

11-27-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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103340196

10/22/06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Merrill Lynch Capital, a division of Merrill Lynch Business
Financial Services Inc., as Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 17, 2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The Bank of New York

Internal _____

Address: _____

Street Address: 600 E Las Colinas Blvd., Suite 1300

City: Irving

State: Texas

Country: USA Zip: 75039

- ☒ Association Citizenship USA
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See continuation of Item 4 attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Linda R. Kastner

Internal Address: Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lv.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

DBYRNE 00000066 2184421

Signature

Date

40.00 DP

100.00 DP

120.00 DP

Linda R. Kastner

of Person Signing

Total number of sheets including cover
list, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, Attention: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003433 FRAME: 0725

CONTINUATION OF ITEM 4

TRADEMARK REGISTRATION NOS

2,184, 411

1,989,146

2,232,573

2,247,241

2,583,115

TRADEMARK

REEL: 003433 FRAME: 0726

TRADEMARK ASSIGNMENT

Dated: November 17, 2006

WHEREAS, Strategic Materials, Inc. owns all right, title and interest into the trademarks listed on Schedule A ("Trademarks");

WHEREAS, pursuant to that Trademark Security Agreement dated as of September 30, 2005 which was filed with the United States Patent and Trademark Office (the "PTO") on October 11, 2005 at Reel 003173, Frame 0871, as amended by that certain Amendment No. 1 to Trademark Security Agreement dated as of December 1, 2005 and filed with the PTO on December 5, 2005 at Reel 003206, Frame 0130 ("Security Agreement"), between Strategic Materials, Inc. ("Grantor") and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent for the Lenders party to the Second Lien Credit Agreement dated as of September 30, 2005 ("Merrill Lynch Capital"), among the Credit Parties party thereto, Merrill Lynch Capital ("Assignor"), and the financial institutions from time to time party thereto, Grantor has granted Assignor a security interest in the Trademarks; and

WHEREAS, pursuant to that certain Resignation and Appointment of Agent under Second Lien Credit Agreement, among Grantor, and the other Parties signatory thereto, Assignor and The Bank of New York ("Assignee"), Assignee became the successor in interest to Assignor and Assignor agreed to assign and transfer to Assignee all of its rights, interest and privileges to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made.

This document may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

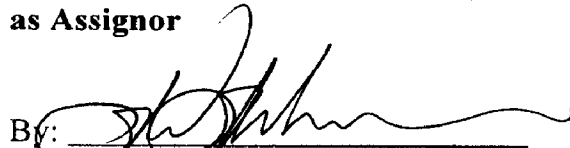
035732-0018

CH888651.1

**TRADEMARK
REEL: 003433 FRAME: 0727**

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS AGENT,
as Assignor

By: 
Name: Michael Molenda
Title: Vice President

THE BANK OF NEW YORK,
as Assignee

By: _____
Name: _____
Title: _____

035732-0018


CH888651.1

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

**MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS
FINANCIAL SERVICES INC., AS AGENT,
as Assignor**

By: _____
Name: _____
Title: _____

**THE BANK OF NEW YORK,
as Assignee**

By:  _____
Name: ROBERT D HINGSTON
Title: VICE PRESIDENT

SCHEDULE A

Strategic Materials, Inc.

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
STRATEGIC MATERIALS	2,184,411	08/25/1998
WHITEBLAST	1,989,146	07/23/1996
"globe with S puzzle design" (SMI logo)	2,232,573	03/16/1999
GLASS ROOTS	2,247,241	05/25/1999
STRATA-BLAST	2,583,115	06/18/2002

TRADEMARK APPLICATIONS

None.