

**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>
Fusion Specialties, Inc.		03/26/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association		
<b>Street Address:</b>	1675 Broadway, Suite 300		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2457173	E-FLEX	
Registration Number:	2465504	MAGNADAPT	
Registration Number:	2731984	E-Z TIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)223-0386		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(303) 223-1386		
<b>Email:</b>	krees@bhfs.com		
<b>Correspondent Name:</b>	Kristine Rees		
<b>Address Line 1:</b>	c/o Brownstein Hyatt Farber Schreck		
<b>Address Line 2:</b>	410 17th St., Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	6433.243 KKR577		
<b>NAME OF SUBMITTER:</b>	Kristine Rees		

OP \$90.00 2457173

Signature:

/kristine rees/

Date:

03/28/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), is made as of March 26, 2007, between **FUSION SPECIALTIES, INC.** a Delaware corporation, with offices at 2400 Industrial Lane, Broomfield, Colorado 80020 ("Grantor"), and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 1675 Broadway, Suite 300, Denver, Colorado 80202, and its successors and assigns ("Lender").

### W I T N E S S E T H:

WHEREAS, Grantor is a party to a Loan Agreement, dated as of February 21, 2007 (as amended from time to time, the "Loan Agreement") in favor of Lender, pursuant to which Lender agreed to provide financing to Grantor in the aggregate stated amount of \$12,500,000; and

WHEREAS, Grantor is a party to a Security Agreement of even date with the Loan Agreement (the "Security Agreement") in favor of the Lender pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement, the Grantor hereby agrees with the Lender as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Lender, to secure the payment and performance in full of the Obligations, a security interest in, and pledges and assigns to the Lender, the following Collateral (collectively, the "Trademark Collateral"):

- (a) Trademarks of Grantor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Borrower, the Lender shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

Address:

2400 Industrial Lane  
Broomfield, Colorado 80020  
Attention: Barbara Keller  
Facsimile: (303) 465-6230

Grantor: FUSION SPECIALTIES, INC.

By: 

Name: JACK CARDWELL

Title: SECRETARY

1675 Broadway, Suite 300  
Denver, Colorado 80202  
Attention: Michelle Bushey  
Facsimile: (720) 904-4515

Lender: KEYBANK NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this Trademark Security Agreement to be duly executed as of the date first above written.

Address:

2400 Industrial Lane  
Broomfield, Colorado 80020  
Attention: Barbara Keller  
Facsimile: (303) 465-6230

Grantor: FUSION SPECIALTIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

1675 Broadway, Suite 300  
Denver, Colorado 80202  
Attention: Michelle Bushey  
Facsimile: (720) 904-4515

Lender: KEYBANK NATIONAL ASSOCIATION

By: Michelle K. Bushey

Name: Michelle K. Bushey

Title: SVP

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Fusion Specialties, Inc.	2457173	E-Flex (molded polymer)
Fusion Specialties, Inc.	2465504	E-Z Tight (metal flanges securing mannequins to poles)
Fusion Specialties, Inc.	2731984	Magnadapt (magnetic mannequin limb attachments)

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