

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| D.A. Fehr, Inc. | | 05/15/2007 | CORPORATION: PENNSYLVANIA |
| RECEIVING PARTY DATA | | | |
| Name: | CIT Lending Services Corporation | | |
| Street Address: | 505 Fifth Avenue | | |
| Internal Address: | 5th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2683769 | LT COPPER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)836-8689 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-836-7793 | | |
| Email: | dyong@kayescholer.com | | |
| Correspondent Name: | Diana Yong c/o Kaye Scholer LLP | | |
| Address Line 1: | 425 Park Avenue | | |
| Address Line 2: | 17/70 | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 09711/0022 | | |
| NAME OF SUBMITTER: | Diana Yong | | |
| Signature: | /Diana Yong/ | | |

CH \$40.00 2683769

Date:

05/16/2007

Total Attachments: 3

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SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, D.A. Fehr, Inc., a Pennsylvania corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of September 7, 2006, as supplemented by that certain Pledgor Addendum dated as of May 15, 2007 among Grantor and Grantee (as such agreement is further amended, modified or supplemented from time to time, the "Security Agreement") among the Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 5th Floor, New York, New York 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of May, 2007.

D.A. FEHR, INC.

By: 

Name: Michael Najjar

Title: Vice President

**SCHEDULE
TO
TRADEMARK SECURITY AGREEMENT**

1. Owned

| <u>Pledgor</u> | <u>Mark</u> | <u>Registration No.</u> | <u>Country</u> | <u>Issue Date</u> |
|-----------------|-------------|-------------------------|----------------|-------------------|
| D.A. Fehr, Inc. | LT COPPER | 2683769 | USA | 02/04/2003 |

2. Licensed

Letter Agreement from Marie Belanger, Assistant Manager, Certification Records, NSF International to the D.A. Fehr, Inc., dated March 13, 2007, authorizing the company's use of NSF International Certification Mark for certain products.