

05-17-2007



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SHEET
1/1

5-14-07

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):

HMTBP Acquisition II Corp.
HMTBP Acquisition Corp.
Enardo LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) DE, DE, OK

Additional names of conveying parties attached? Yes No



2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Société Générale, as security agent

Internal

Address: _____

Street Address: 1221 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10020

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Corp. Citizenship France

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)

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

Execution Date(s) 10 May 2007

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

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

A. Trademark Application No.(s)
see Schedule A

B. Trademark Registration No.(s)
see Schedule A

Additional sheet(s) attached? Yes No

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

05/16/2007 DBYRNE 00000130 78855890

01 FC:0521 40.00 OP
02 FC:0522 75.00 OP

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

Name: Jakub Maslikowski

Internal Address: Linklaters

Street Address: 1345 Avenue of the Americas

City: New York

State: NY Zip: 10105

Phone Number: (212) 830-9541

Fax Number: (212) 903-9100

Email Address: jakub.maslikowski@linklaters.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- 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:

Mitchell L. Garrett
Signature

10 May 2007

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>Trademark</u>	<u>Registration/(Appl. Number)</u>	<u>Registration/(Appl. Date)</u>
HMT Inc.	ARCMaster	(78/855,890)	(04/06/2006)
HMT Inc.	VAPOR VAULT	3,098,790	05/30/2006
HMT Inc.	ALUMINATOR	1,963,392	03/19/1996
Enardo LLC	ENARDO	626,455	05/08/1956

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HMT Acquisition II Corp., a Delaware corporation and Enardo LLC, an Oklahoma limited liability company ("**Grantors**" and each of them a "**Grantor**"), own and use in their respective businesses, and will in the future adopt and so use, various Intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, HMTBP Acquisition II Corp., a Delaware corporation ("**Company**"), and HMTBP Acquisition Corp., a Delaware corporation ("**Holdings**"), have entered into a Credit Agreement dated as of May 10, 2007 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Société Générale, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into or thereafter Lenders or Affiliates of a Lender and are designated by Company to be secured by the Collateral Documents (in such capacity, collectively, the "**Hedge Agreement Counterparties**") in accordance with the terms of the Credit Agreement, and it is desired that the obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof, together with all obligations of Company under the Credit Agreement and the other Loan Documents, be secured hereunder; and

WHEREAS, Enardo LLC has executed and delivered that certain Guaranty dated as of May 10, 2007 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favour of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Enardo LLC has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Hedge Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 10, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among each Grantor, Secured Party and the other grantors named therein, each Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence

further the security interest granted by each Grantor to Secured Party pursuant to the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all its right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):


- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all United States trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States (except for any applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and
- (b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantors have caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 10th day of May, 2007.

HMT INC.

By: 
Name: Millard H. Jones, Jr.
Title: President and
Chief Executive Officer

ENARDO LLC

By: 
Name: Millard H. Jones, Jr.
Title: Chief Financial Officer

A07761246

Grant of Trademark Security Interest