

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
Deposition Sciences, Inc.		06/01/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2645378	ISOFIBER
Registration Number:	2717245	ISOPOWER
Registration Number:	2503471	ISOSPHERE
Registration Number:	2163889	TAVALITE
Registration Number:	2089963	PASSION FIRE
Registration Number:	2091689	MICRODYN
Registration Number:	2076076	EASS
Registration Number:	2264081	DSI
Registration Number:	3003250	HEAT BUSTER
Serial Number:	78322937	ULTRABLOCK

CORRESPONDENCE DATA

Fax Number: (212)836-8689
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 2645378

Phone: 2128367793
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:	09711/0030
NAME OF SUBMITTER:	Diana Yong
Signature:	/Diana Yong/
Date:	06/06/2007

Total Attachments: 3

source=Second Lien Trademark Agreement - DSI#page1.tif
source=Second Lien Trademark Agreement - DSI#page2.tif
source=Second Lien Trademark Agreement - DSI#page3.tif

SECOND LIEN SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Deposition Sciences, Inc., an Ohio 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, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Second Lien Omnibus Pledge and Security Agreement dated as of June 1, 2007 (the "Security Agreement") among Grantor, the other 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, 4th Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Second Lien Security Agreement (Trademarks) to be duly executed by its officer thereunto duly authorized as of the 1st day of June, 2007.

DEPOSITION SCIENCES, INC.

By: [Signature]
Name: Walter V. Sgall
Title: V.P.

Schedule 1 to Second Lien Security Agreement (Trademarks)
Deposition Sciences, Inc.

PLEDGOR: DEPOSITION SCIENCES, INC.
U.S. Trademark Applications

Mark	App. No.	Filed
ULTRABLOCK	78/322,937	11/4/2003

PLEDGOR: DEPOSITION SCIENCES, INC.
U.S. Trademark Registrations

Mark	App. No.	Reg. No.	Filed	Reg. Date
ISOFIBER	76/248,482	2,645,378	4/30/2001	11/5/2002
ISOPOWER	76/388,228	2,717,245	3/26/2002	5/20/2003
ISOSPHERE	75/746,295	2,503,471	7/8/1999	11/6/2001
TAVALITE	75/287,277	2,163,889	5/5/1997	6/9/1998
PASSION FIRE	75/044,176	2,089,963	1/16/1996	8/19/1997
MICRODYN	74/618,580	2,091,689	1/6/1995	8/26/1997
EASS	74/617,941	2,076,076	1/4/1995	7/1/1997
DSI	75/338,495	2,264,081	8/11/1997	7/27/1999
HEAT BUSTER	76/535,408	3,003,250	8/8/2003	10/4/2005