

**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>
DEXTER MAGNETIC TECHNOLOGIES, INC.		07/19/2007	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., AS COLLATERAL AGENT		
<b>Street Address:</b>	335 North Maple Drive		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2517787	NEOFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-680-6400		
<b>Email:</b>	kimberley.lathrop@bingham.com		
<b>Correspondent Name:</b>	Kimberley Lathrop c/o Bingham McCutchen		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	3212285.326097		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>Signature:</b>	/Kimberley A. Lathrop/		

CH \$40.00 2517787

Date:

07/23/2007

**Total Attachments: 4**

source=Trademark Security Agmt#page1.tif

source=Trademark Security Agmt#page2.tif

source=Trademark Security Agmt#page3.tif

source=Trademark Security Agmt#page4.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 19<sup>th</sup> day of July 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.**, a California limited partnership (in its capacity as collateral agent for itself as Purchaser, Levine Leichtman Capital Partners, Inc. and all other Indemnified Parties, the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of July 19, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules and exhibits thereto, the "Note Purchase Agreement") by and among the Secured Party and the Grantors identified on the signature pages thereof, the Secured Party is willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Secured Party is willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Secured Party that certain Security Agreement dated July 19, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party, for the benefit of the First Priority Security Interest Holders and the Second Priority Security Interest Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Secured Party, for the benefit of the First Priority Security Interest Holders and the Second Priority Security Interest Holders (having the priorities set forth in Sections 2(a), 2(b) and 5(d) of the Security Agreement), a first priority, continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of its Trademarks and rights in and to Intellectual Property Licenses with respect to trademarks to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations, extensions, modifications and renewals of the foregoing;
  - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property License with respect to trademarks to which it is a party; and
  - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, for the benefit of the First Priority Security Interest Holders and the Second Priority Security Interest Holders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Investment Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DEXTER MAGNETIC TECHNOLOGIES, INC.,**  
a New York corporation  
as Grantor

By: 

Name: Steven Hartman  
Title: Secretary and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**LEVINE LEICHTMAN CAPITAL  
PARTNERS, INC.,** a California corporation  
as the Secured Party

On behalf of **LEVINE LEICHTMAN  
CAPITAL PARTNERS III, L.P.,** a  
California limited partnership

By: 

Name: Steven Hartman  
Title: Vice President

[signature page to trademark security agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Dexter Magnetic Technologies, Inc.	US	NEOFORM	2,517,787	12/11/2001

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

ACTIVE/72091213.2