

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Excel Mining Systems LLC		07/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse, as First Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	the Cayman Islands branch of a bank organized and existing under the laws of Switzerland:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1436199	DOUBLE LOCK	
Registration Number:	1475626	HY TEC	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0286		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$65.00 1436199

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TRADEMARK
REEL: 003589 FRAME: 0307

Date:

07/30/2007

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 30, 2007 is entered into by EXCEL MINING SYSTEMS LLC, a Delaware limited liability company (the "Grantor") and CREDIT SUISSE, as collateral agent for the Secured Parties (the "Collateral Agent").

Capitalized terms not otherwise defined herein have the meanings set forth in the First Lien Pledge and Security Agreement, dated as of July 30, 2007, among the grantors party thereto, and the Secured Parties (as defined therein) (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor is granting a security interest to the Collateral Agent in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

(i) Grant of Security Interest

(a) The Grantor hereby grants to the Collateral Agent, a security interest in and continuing Lien on all of the Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement; provided that any application in the United States Patent and Trademark Office to register a trademark or service mark on the basis of the Grantor's "intent to use" such trademarks or service marks will not be deemed to be collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

(ii) Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any Secured Trademarks acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Secured Trademarks in which the Grantor no longer has or claims any right, title or interest.

(iii) Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Collateral Agent and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(v) Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

EXCEL MINING SYSTEMS LLC

By: Frank Wenthur

Name: Frank Wenthur

Title: Vice President (Finance), Secretary
and Chief Financial Officer

CREDIT SUISSE, Cayman Islands Branch,
as Collateral Agent

By: 

Name: James Moran

Title: Managing Director

By: 

Name: Nupur Kumar

Title: Associate

[Signature Page to First Lien Trademark Security Agreement]

SCHEDULE A

FIRST LIEN TRADEMARK SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	App. Number App. Date	Reg. Number Reg. Date	Grantor
DOUBLE LOCK	73614476 August 13, 1986	1436199 April 14, 1987	Excel Mining Systems LLC
HY TEC	73665940 June 11, 1987	1475626 February 9, 1988	Excel Mining Systems LLC