

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celerity, Inc.		05/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Obsidian, LLC
Street Address:	2951 28th Street
Internal Address:	Suite 1000
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90405
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1355096	ADAPTORR
Registration Number:	2400856	INTELLIFLOW
Registration Number:	2968815	INTELLIGENT GAS PANEL
Registration Number:	3059484	MAGNIFLO
Registration Number:	1930638	MEGA
Registration Number:	2784199	MEGAFLOW
Registration Number:	3098744	MEGASHOT
Registration Number:	2410756	SOLIDSENSE
Registration Number:	1003925	TYLAN
Serial Number:	77273144	UNIT
Registration Number:	2735700	XACTORR

CORRESPONDENCE DATA

Fax Number: (213)629-5063

900108257

**TRADEMARK
 REEL: 003790 FRAME: 0565**

CH \$290.00 1355096

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-892-4653
Email: bharris@milbank.com
Correspondent Name: Benjamin D. Harris
Address Line 1: 601 S. Figueroa St.
Address Line 2: 31st Floor
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	37773-02300
NAME OF SUBMITTER:	Benjamin D. Harris
Signature:	/Benjamin D. Harris/
Date:	06/04/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT made as of this 30th day of May, 2008 (the "Agreement").

By and among:

The Company (as defined herein),
Holdings (as defined herein),
The Guarantors (as defined herein)
-and-
Collateral Agent (as defined herein)

WHEREAS, in accordance with Section 5.13 of the **SECURITY AGREEMENT** dated as of December 23, 2004 (the "Security Agreement"), by and among Celerity, Inc., a Delaware corporation (the "Company"), Celerity Holding Company, Inc., a Delaware corporation ("Holdings"), Celerity Systems, Inc., a Delaware corporation (as successor in interest to FTS Systems, Inc., "Celerity Systems"), the Domestic Subsidiaries of Holdings formed after the date hereof who become subsidiary guarantors (each a "Guarantor", and together with the Company and Celerity Systems, the "Guarantors" and, the Guarantors together with Holdings, the "Obligors"), and Obsidian, LLC, a Delaware limited liability company, as administrative agent and collateral agent under the Note Exchange Agreement (as successor in interest to Tennenbaum Capital Partners, LLC, together with its successors in such capacity, the "Collateral Agent"), the Obligors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the registered trademarks and pending trademark applications listed on Schedule I.

2. As security for the prompt and complete payment or performance in full when due, whether at stated maturity, by mandatory prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all of the Secured Obligations with respect to every Obligor, each Obligor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

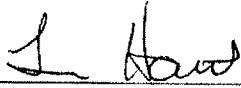
3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the receipt of written notification from the Required Holders of the termination of the Security Agreement or release of an Obligor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligors or an Obligor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by an Obligor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all the rights, remedies, benefits, protections and immunities of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.


5. This Agreement may be executed in any number of 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CELERITY, INC.,
as Company and as a Guarantor

By: 
Name: Tim Harris
Title: Chief Executive Officer

CELERITY HOLDING COMPANY, INC.,
as Holdings and as an Obligor

By: 
Name: Clive D. Bode
Title: Vice President and Secretary

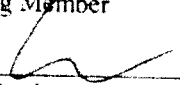
SUBSIDIARY GUARANTOR

CELERITY SYSTEMS, INC., as a Subsidiary
Guarantor

By: 
Name: Tim Harris
Title: Chief Executive Officer

OBSIDIAN, LLC, as Collateral Agent

By: Tennenbaum Capital Partners, LLC
Its: Managing Member

By: 
Name: Mark K. Holdsworth
Title: Authorized Person

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Record Owner	Actual Owner (if different from record owner)	US Trademark	File #	Application#	Filing Date	Registration No	Registration Date
Celerity, Inc.		ADAPTORR	C2044-2008	73/505479	25-Oct-84	1355096	20-Aug-85
Celerity, Inc.		INTELLIFLOW	C2044-2001	75/620597	13-Jan-99	2400856	31-Oct-00
Celerity, Inc.		INTELLIGENT GAS PANEL	C2044-2009	74/667970	01-May-95	2968815	12-Jul-05
Celerity, Inc.		MAGNIFLO	K0476-2004	78/340651	15-Dec-03	3059484	14-Feb-06
Celerity, Inc.		MEGA	K0476-2000	74/477279	10-Jan-94	1930638	31-Oct-95
Kinetics Chempure Systems, Inc.	Celerity, Inc.	MEGAFLOW	K0476-2006	78124935	29-Apr-02	2784199	18-Nov-03
Celerity, Inc.		MEGASHOT	K0476-2003	78/152498	08-Aug-02	3098744	30-May-06
Celerity, Inc.		SOLIDSENSE	C2044-2011	75/896122	13-Jan-00	2410756	05-Dec-00
Celerity, Inc.		TYLAN AND DESIGN	C2044-2000	72/463219	18-Jul-73	1003925	04-Feb-75
Celerity, Inc.		UNIT	C1138-2007	77/273144	06-Sep-07		
Celerity, Inc.		XACTORR	C2044-2010	78/119743	05-Apr-02	2735700	08-Jul-03

Schedule I to the Trademark Security Agreement

LA1# 6379779v2