

**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>
FLUIDIQS, LLC		05/16/2008	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	National Banking Association: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3211971	FLUIDIQS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-9887		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-479-8297		
<b>Email:</b>	trademark@ssd.com		
<b>Correspondent Name:</b>	Patrick J. Burke		
<b>Address Line 1:</b>	Squire, Sanders & Dempsey L.L.P.		
<b>Address Line 2:</b>	4900 Key Tower, 127 Public Square		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1304		
<b>ATTORNEY DOCKET NUMBER:</b>	035737.00044		
<b>NAME OF SUBMITTER:</b>	Patrick J. Burke		
<b>Signature:</b>	/Patrick J. Burke/		

CH \$40.00 3211971

Date:

06/05/2008

**Total Attachments: 7**

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**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2008, by FLUIDIQS, LLC, a California limited liability company ("FluidIQs") and TEGRON, LP, a Texas limited partnership ("Tegron") and, together with FluidIQs, the "Grantors"), in favor of FIFTH THIRD BANK (the "Lender").

**RECITALS**

A. The Grantors and certain of their affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender, pursuant to which the Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantors and/or their affiliates.

B. The Grantors have entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantors are required to execute and deliver to the Lender this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each of the Grantors have granted to the Lender a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Lender a 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FLUIDIQS, LLC

By: 

Title: Chief Financial officer

TEGRON, LP

By: Tegron New GP, Inc., its General Partner

By: 

Name: Mark Williams

Title: Chief Financial officer

Acknowledged:

FIFTH THIRD BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Patent & Trademark  
Security Agreement*

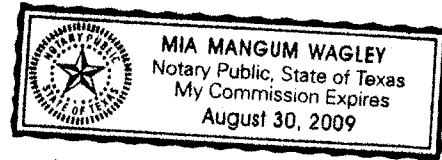
**TRADEMARK**  
**REEL: 003790 FRAME: 0588**

STATE OF Texas )  
 ) ss  
COUNTY OF Upshur )

On this 14 day of May, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of FluidIQs, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

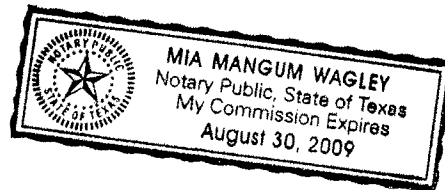
*Mia Mangum Wagley*  
Notary Public

STATE OF Texas )  
 ) ss  
COUNTY OF Upshur )



On this 14 day of May, 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Tegron New GP, Inc., as general partner of Tegron, LP, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

*Mia Mangum Wagley*  
Notary Public



The Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FLUIDIQS, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

TEGRON, LP

By: Tegron New GP, Inc., its General  
Partner

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

FIFTH THIRD BANK

By: Brooke Balcom  
Brooke Balcom, Vice President

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Owner</b>	<b>Trademark Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Tegron, LP	78271468	2862816	July 8, 2003	July 13, 2004
FluidIQs, LLC	78977876	3211971	November 16, 2004	February 20, 2007



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None.