

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
Magnequench, Inc.		10/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National City Bank		
Street Address:	629 Euclid Avenue, 2FL		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2463513	LEADING MAGNET INNOVATION	
Registration Number:	1741009	MAGNEQUENCH	
Registration Number:	1720017	MAGNEQUENCH	
Registration Number:	1725261	MQ1	
Registration Number:	1709840	MQ2	
Registration Number:	1734515	MQ3	
Registration Number:	1707644	MQP	
CORRESPONDENCE DATA			
Fax Number:	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-326-3939		
Email:	nazoubek@jonesday.com		
Correspondent Name:	Nancy A. Zoubek, Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017-6702		

CH \$190.00 2463513

ATTORNEY DOCKET NUMBER:	497400-121066
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	10/31/2008
Total Attachments: 5 source=Collateral Assn of Trademarks (MQI)#page1.tif source=Collateral Assn of Trademarks (MQI)#page2.tif source=Collateral Assn of Trademarks (MQI)#page3.tif source=Collateral Assn of Trademarks (MQI)#page4.tif source=Collateral Assn of Trademarks (MQI)#page5.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of October 30, 2008 (“Agreement”), is entered into by Magnequench, Inc., a Delaware corporation, (together with its successors and assigns, the “Assignor”), in favor of National City Bank, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of October 30, 2008 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among Neo Material Technologies Inc., a company organized under the laws of Canada (the “Borrower”), the Assignor, the other Guarantors (as defined in the Credit Agreement) party thereto, the lenders party thereto, the Administrative Agent and the Canadian Collateral Agent (in each case, as defined in the Credit Agreement) and the Collateral Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of October 30, 2008 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all renewals of any of the foregoing;

(vii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all good will related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

MAGNEQUENCH, INC.

By:



Name: Constantine E. Karayannopoulos
Title: Chairman, President and Chief Executive Officer

Accepted and acknowledged by:

NATIONAL CITY BANK, as the Collateral Agent

By: _____

Name:

Title:

Collateral Assignment of Trademarks

**TRADEMARK
REEL: 003880 FRAME: 0670**

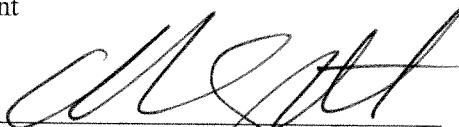
IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

MAGNEQUENCH, INC.

By: _____
Name:
Title:

Accepted and acknowledged by:

NATIONAL CITY BANK, as the Collateral Agent

By: 
Name: *Christy R. VA Suso IT*
Title: *VP*

Schedule A
to
Collateral Assignment of Trademarks

Trademark	Registration No.
LEADING MAGNET INNOVATION	2463513
MAGNEQUENCH	1741009
MAGNEQUENCH	1720017
MQ1	1725261
MQ2	1709840
MQ3	1734515
MQP	1707644