

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
Kinetic Systems, Inc.		11/25/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	70 West Madison Street, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3038385	FLEXHUB	
Registration Number:	2158214	KINETICS	
Registration Number:	2160105		
Registration Number:	2787332	K-TOPS	
Registration Number:	2854511	SYSTEM SOLUTIONS FOR A CHANGING WORLD	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0017		

CH \$140.00 3038385

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	11/25/2008

Total Attachments: 8

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of November 25, 2008, by KINETIC SYSTEMS, INC., a California corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY (the "Bank").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and the Bank, pursuant to which the Bank has agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank, this Agreement.

C. Pursuant to the terms of the Loan Agreement, the Grantor has granted to the Bank, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, trademark licenses, copyrights, copyright applications and copyright licenses and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Bank, a continuing security interest in all of 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 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 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”);
- (7) each copyright and copyright application, including, without limitation, each copyright and copyright application referred to in Schedule 3 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (8) each copyright license, including, without limitation, each copyright license listed on Schedule 3 annexed hereto, together with all goodwill associated therewith; and
- (9) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any copyright, including, without limitation, any copyright referred to in Schedule 3 annexed hereto, any copyright issued pursuant to a copyright application referred to in Schedule 3 and any copyright licensed under any copyright license listed on Schedule 3 annexed hereto (items 7 through 9 being herein collectively referred to as the “Copyright Collateral”).

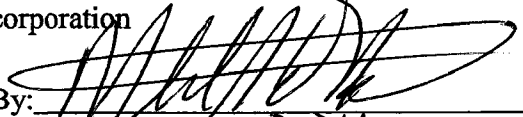
This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement with respect to the Grantor and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral, the Patent Collateral and the Copyright Collateral made and granted hereby are more fully set forth in the Loan 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 Loan Agreement.

[signature page follows]

Signature Page to Patent, Trademark and Copyright Security Agreement

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


KINETIC SYSTEMS, INC., a California corporation

By: 
Name: Michael R. D'Appolonia
Title: President & CEO

Signature Page to Patent, Trademark and Copyright Security Agreement

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Bank

By: 
Name: MATTHEW J. GIBBONS
Title: ASSOCIATE MANAGING DIRECTOR

SCHEDULE 1
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
FLEXHUB	n/a	3038385	Feb. 26, 2004	Jan. 3, 2006
KINETICS	n/a	2158214	Sept. 11, 1996	May 19, 1998
Design Only	n/a	2160105	Dec. 2, 1996	May 26, 1998
K-TOPS	n/a	2787332	April 24, 2002	Nov. 11, 2003
SYSTEM SOLUTIONS FOR A CHANGING WORLD	n/a	2854511	May 3, 2002	June 15, 2004

Foreign Trademarks, Trademark Applications and Trademark Licenses

Trademark	Country	Trademark Registration Number
KINETICS	Mexico	568,478
Ring Design (Class 37)	China	1213826
Ring Design (Class 42)	China	1227874
KINETICS	Italy	779761
Miscellaneous Design	Italy	781731
KINETICS (Class 37 and 42)	France	96657734

SCHEDULE 2
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
Microfabrication Tool Pedestal and Method	10/278,748	n/a	October 23, 2002

SCHEDULE 3
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Copyrights, Copyright Applications and Copyright Licenses

None