

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CREDIT AGRICOLE INDOSUEZ		12/10/1998	BANK: NEW YORK
RECEIVING PARTY DATA			
Name:	INSYNC SYSTEMS, INC.		
Street Address:	1463 CENTRE POINTE DR.		
City:	MILIPITAS		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1952486	INSYNC	
Registration Number:	2146638	GASWARE	
CORRESPONDENCE DATA			
Fax Number:	(512)306-1936		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5126370800		
Email:	PATENTS@SGNLAW.COM		
Correspondent Name:	SCHEINBERG & GRINER, LLP		
Address Line 1:	PO BOX 164140		
Address Line 4:	AUSTIN, TEXAS 78716		
ATTORNEY DOCKET NUMBER:	CINST-9000		
NAME OF SUBMITTER:	Michael O. Scheinberg		
Signature:	/michael o. scheinberg/		
Date:	06/08/2009		

OP \$65.00 1952486

Total Attachments: 16

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RELEASE OF INTELLECTUAL PROPERTY

Release of Intellectual Property (the "Release"), dated as of December 10, 1998, made by Credit Agricole Indosuez, as Collateral Agent ("Collateral Agent"), in favor of In-sync Systems, Inc. (the "Pledgor").

R E C I T A L S :

A. The Pledgor and Collateral Agent entered into a certain Security Agreement, dated as of March 30, 1998 and recorded as to Trademarks in the United States Patent & Trademark Office (the "PTO") on April 8, 1998 at Reel 1709, Frame 0286 and as to Patents in the PTO on April 10, 1998 at Reel 9103, Frame 0583 (the "Agreement"; capitalized terms used herein and not defined shall have the meanings set forth in the Agreement). Pursuant to the Agreement, the Pledgor granted to Collateral Agent a lien on and security interest in certain Pledged Collateral owned by the Pledgor.

B. In accordance with the terms of the Agreement, the Pledgor has satisfied all of its outstanding obligations under the Agreement, and in connection therewith, the Pledgor has requested and Collateral Agent and the Secured Parties have agreed to release their lien on all Pledged Collateral pledged pursuant to the Agreement.

A G R E E M E N T :

Collateral Agent hereby releases and terminates all right, title and interest pledged, hypothecated, assigned, transferred, deposited and granted to it by the Pledgor pursuant to the Agreement in all Pledged Collateral, including, without limitation, the Patents identified on Schedule A annexed hereto, the Trademarks identified on Schedule B annexed hereto and the Licenses identified on Schedule C annexed hereto and all liens, security interests, charges or other encumbrances in favor of Collateral Agent in the Pledged Collateral shall hereby terminate and revert to the Pledgor and all right, title and interest of Collateral Agent in the Pledged Collateral will hereby cease, terminate and become void.

IN WITNESS WHEREOF, this Release has been executed as
of the date first written above.

CREDIT AGRICOLE INDOSUEZ,
as Collateral Agent

By: *Patrick Stahl*
Name:
Title:

By: *Melissa Marano*
Name: Melissa Marano
Title: vice President

Schedule A

Patents

<u>Registration #</u>	<u>Brief Description of Patent</u>
U.S. Patent No. 5,178,651	Method for Purifying Gas Distribution Systems (Anhydrator)
U.S. Patent No. 5,605,179	Integrated Gas Panel
U.S. Patent No. 08-760,150	Building Blocks for Integrated Gas Panel
U.S. Patent No. 08-893-773	Mounting Plane for Integrated Gas Panel
U.S. Patent No. 08-931,060	Building Blocks for Integrated Gas Panel

<u>Application #</u>	<u>Brief Description of Patent</u>
08-266929	Method for Improving Semiconductor
08-513599	Processing (Load, Lock Decom/Preheated Process Gas)
08-437093	MFC - Quick Change Method and Apparatus

Schedule B

Trademarks

<u>Trademark</u>	<u>Registration #</u>	<u>Registration Date</u>
INSYNC	1,952,486	1/30/96

Trademark Applications/Pending

GASWARE (pending)

Schedule C

Licenses

Swagelok License for IGS substrate -- pending

CREDIT AGRICOLE INDOSUEZ
1211 Avenue of the Americas
New York, New York 10036

December 11, 1998

Insync Systems, Inc.
1463 Centre Pointe Drive
Milipitas, California 95035

Ladies and Gentlemen:

Reference is hereby made to (i) the Credit Agreement, dated as of March 30, 1998 (the "Credit Agreement") by and among Insync Systems, Inc. (the "Borrower"), and the lending institutions listed therein (the "Banks") and Credit Agricole Indosuez, as agent and collateral agent for the Banks (the "Agent") and (ii) the Senior Subordinated Credit Agreement dated March 30, 1998 between the Borrower and the Agent (the "Senior Subordinated Credit Agreement"). All capitalized terms used herein and not defined herein shall have the meanings given to such terms in the Credit Agreement.

This letter confirms that the total amount necessary to satisfy accrued interest, fees and expenses due to the Banks and the Agent and its counsel under the Credit Agreement, if paid and received at the Agent Accounts (as hereinafter defined) prior to 5:00 p.m. New York City time on or before December 11, 1998, will be \$774,996.49 (the "Payoff Amount"), which amount includes (i) interest in the amount of \$649,396.32 (including interest on the Senior Subordinated Credit Agreement for December 10, 1998), (ii) fees and expenses of the Agent in the amount of \$38,600.17 and (iii) fees and expenses of the Agent's counsel in the amount of \$87,000. In the event that the Payoff Amount is not received as set forth above, interest and commitment fees shall continue to accrue daily in accordance with the terms of the Credit Agreement and the Senior Subordinated Credit Agreement. Receipt of the interest paid for December 10, 1998 with respect to the Senior Subordinated Credit Agreement, in addition to the receipt of 181,932 shares of common stock of United States Filter Corporation (together with the right to receive the Bank Additional Shares as defined in the Merger Agreement) will satisfy all obligations of the Borrower under the Senior Subordinated Credit Agreement.

This letter confirms that upon, and effective as of, the time of payment by wire transfer of immediately available funds in

the amount of the Payoff Amount to the accounts of the Banks and the Bank's counsel as set forth on Schedule I hereto (the "Agent Accounts"), all liabilities and obligations of the Borrower set forth in the immediately preceding paragraph shall be deemed to have been released, discharged and satisfied in full.

The Agent will deliver to the Borrower (or such other party as the Borrower may designate), at the Borrower's expense, promptly following the receipt of the Payoff Amount, executed Uniform Commercial Code termination statements and such other instruments of release and discharge pertaining to any liens and security interests of the Agent or the Banks in any of the property of the Borrower (including, without limitation, stock certificates representing shares of stock pledged to the Agent, together with stock powers related thereto) as the Borrower reasonably deems necessary to release and discharge all such liens and security interests. The Agent further agrees, from and after the date of receipt of the Payoff Amount, to deliver, at the Borrower's expense, such other termination statements or documents as the Borrower may reasonably request in order to evidence the release and termination by the Agent or the Banks of its security interests and liens in any of the property of the Borrower. As promptly as practicable upon the receipt of the Payoff Amount, the Agent shall return to the Borrower the originals of any and all promissory notes previously delivered to the Banks or the Agent on behalf of the Banks in connection with the Credit Agreement, duly marked "paid in full" or "canceled".

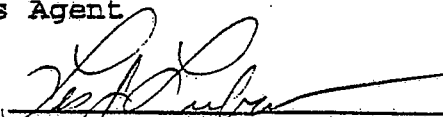
This agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

Notwithstanding the foregoing, this letter shall be null and void if for any reason the sum of the Payoff Amount has not been received on or prior to 5:00 p.m. New York City time on December , 1998.

Very truly yours,

CREDIT AGRICOLE INDOSUEZ,
as Agent

By: 
Name:
Title:

By: 
Name: Melissa Man
Title: Vice President

Accepted and Agreed to:
INSYNC SYSTEMS, INC.

By: _____
Name:
Title:

Notwithstanding the foregoing, this letter shall be null and void if for any reason the sum of the Payoff Amount has not been received on or prior to 5:00 p.m. New York City time on December , 1998.

Very truly yours,

CREDIT AGRICOLE INDOSUEZ,
as Agent

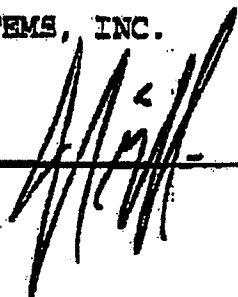
By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed to:

INSYNC SYSTEMS, INC.

By: _____
Name:
Title:

A large, stylized handwritten signature in black ink, written over the signature line of the INSYNC SYSTEMS, INC. section.

**UNIFORM COMMERCIAL CODE — STANDARD FORM
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

REORDER FROM
Register, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOVER, MN, 55303
(612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

106350

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Insync Systems, Inc. 1463 Centre Pointe Drive Milpitas, California 95035	2. Secured Party(ies) and address(es) Credit Agricole Indosuez, as Collateral Agent 1211 Avenue of the Americas 7th Floor New York, New York 10036	For Filing Officer (Date, Time and Filing Office)
--	---	---

4. This statement refers to original Financing Statement bearing File No. 98114847

Filed with Alameda County, CA Date Filed 04/06/98 19

5. **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Credit Agricole Indosuez,
as Collateral Agent

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-3

TRADEMARK

REEL: 004001 FRAME: 0026

**UNIFORM COMMERCIAL CODE — STANDARD FORM
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

REORDER FROM
Register, Inc.
314 PIERCE ST.
P.O. BOX 218
ANOVA, MN, 55303
(612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

106348

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Insync Systems, Inc. 1463 Centre Pointe Drive Milpitas, California 95035	2. Secured Party(ies) and address(es) Credit Agricole Indosuez, as Collateral Agent 1211 Avenue of the Americas 7th Floor New York, New York 10036	For Filing Officer (Date, Time and Filing Office)
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4. This statement refers to original Financing Statement bearing File No. 9809860440

Filed with California S/S Date Filed 04/07/98 19

5. **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10, have been assigned to the assignee whose name and address appears in Item 10.
8. **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

Credit Agricole Indosuez,
as Collateral Agent

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-3

**UNIFORM COMMERCIAL CODE — STANDARD FORM
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3**

REORDER FROM
Registrars, Inc
514 PIERCE ST.
P.O. BOX 218
ANOVA, MN, 55303
(612) 421-1713

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee(s), and fill in original Financing Statement number and date filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. At the time of filing, filing officer will return third copy as an acknowledgement.

106341

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Insync Systems, Inc. 1463 Centre Pointe Drive Milpitas, California 95035	2. Secured Party(ies) and address(es) Credit Agricole Indosuez, as Collateral Agent 1211 Avenue of the Americas 7th Floor New York, New York 10036	For Filing Officer (Date, Time and Filing Office)
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4. This statement refers to original Financing Statement bearing File No. 14126489
 Filed with Santa Clara County, CA Date Filed 04/06/98 19

5. **Continuation.** The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. **Termination.** Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. **Assignment.** The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. **Amendment.** Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. **Release.** Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

Credit Agricole Indosuez,
as Collateral Agent

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-3

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

11. CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)

1. DEBTOR (IF PERSONAL) LAST NAME Insync Systems, Inc.	FIRST NAME	M.I.	1A. PREFIX	1B. SUFFIX
--	------------	------	------------	------------

1C. MAILING ADDRESS 1463 Centre Pointe Drive	1D. CITY, STATE Milpitas, California	1E. ZIP CODE 95035
--	--	------------------------------

2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
--	------------	------	------------	------------

2C. MAILING ADDRESS	2D. CITY, STATE	2E. ZIP CODE
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3. SECURED PARTY (IF PERSONAL) LAST NAME Credit Agricole Indosuez, as Collateral Agent	FIRST NAME	M.I.
--	------------	------

3A. MAILING ADDRESS 1211 Avenue of the Americas, 7th Floor	3B. CITY, STATE New York, New York	3C. ZIP CODE 10036
--	--	------------------------------

4. ADDITIONAL SECURED PARTY (IF ANY)

4A. MAILING ADDRESS	4B. CITY, STATE	4C. ZIP CODE
---------------------	-----------------	--------------

5. ORIGINAL FINANCING STATEMENT NUMBER 709	5A. ORIGINAL DATE FILED 04/09/98	6. CHECK IF APPLICABLE <input type="checkbox"/>	THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED
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- 7. A. AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))
- B. TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))
- C. PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))
- D. CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))
- E. TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL (INSTRUCTION B.7(E))
- F. PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))
- G. TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))

9. SIGNATURE(S) OF DEBTOR(S)
SIGNATURE(S) OF SECURED PARTY(IES) <i>[Signature]</i>
Credit Agricole Indosuez, as Collateral Agent

THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

Return copy to:

NAME
ADDRESS
CITY
STATE
ZIP



THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

11. <input type="checkbox"/> CHECK TO REQUEST SAME DEBTOR SEARCH CERTIFICATE (INSTRUCTION B.11)						
1. DEBTOR (IF PERSONAL) LAST NAME Insync Systems, Inc.		FIRST NAME		M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1463 Centre Pointe Drive			1D. CITY, STATE Milpitas, California		1E. ZIP CODE 95035	
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME		FIRST NAME		M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS			2D. CITY, STATE		2E. ZIP CODE	
3. SECURED PARTY (IF PERSONAL) LAST NAME Credit Agricole Indosuez, as Collateral Agent		FIRST NAME		M.I.		
3A. MAILING ADDRESS 1211 Avenue of the Americas, 7th Floor			3B. CITY, STATE New York, New York		3C. ZIP CODE 10036	
4. ADDITIONAL SECURED PARTY (IF ANY)						
4A. MAILING ADDRESS			4B. CITY, STATE		4C. ZIP CODE	
5. ORIGINAL FINANCING STATEMENT NUMBER 98-066-856		5A. ORIGINAL DATE FILED 04/06/98		6. CHECK IF APPLICABLE <input type="checkbox"/>		THIS FINANCING STATEMENT CHANGE IS TO BE FILED IN THE REAL ESTATE RECORDS. NO. OF ADDITIONAL SHEETS PRESENTED
7. A. <input type="checkbox"/> AMENDMENT - THE FINANCING STATEMENT IS AMENDED AS SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(A))						
B. <input type="checkbox"/> TOTAL ASSIGNMENT - ALL OF SECURED PARTY'S RIGHTS UNDER THE FINANCING STATEMENT HAVE BEEN ASSIGNED TO THE ASSIGNEE WHOSE NAME AND ADDRESS ARE SET FORTH IN ITEM 8 BELOW. (INSTRUCTION B.7(B))						
C. <input type="checkbox"/> PARTIAL ASSIGNMENT - SOME OF SECURED PARTY'S RIGHTS HAVE BEEN ASSIGNED TO THE ASSIGNEE SHOWN IN ITEM 8 BELOW. (INSTRUCTION B.7(C))						
D. <input type="checkbox"/> CONTINUATION - THE ORIGINAL STATEMENT IS STILL EFFECTIVE. (INSTRUCTION B.7(D))						
E. <input type="checkbox"/> TOTAL RELEASE - THE SECURED PARTY RELEASES ALL OF THEIR INTEREST IN THE COLLATERAL (INSTRUCTION B.7(E))						
F. <input type="checkbox"/> PARTIAL RELEASE - THE SECURED PARTY RELEASES THE FOLLOWING COLLATERAL DESCRIBED IN ITEM 8 BELOW. (INSTRUCTION B.7(F))						
G. <input checked="" type="checkbox"/> TERMINATION - THE SECURED PARTY(IES) OF RECORD NO LONGER CLAIMS A SECURITY INTEREST AND THE FINANCING STATEMENT IS TERMINATED. (INSTRUCTION B.7(G))						

8.

9. SIGNATURE(S) OF DEBTOR(S)	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES) <i>Melvin Ma</i>	
Credit Agricole Indosuez, as Collateral Agent	

10. Return copy to:

NAME
ADDRESS
CITY
STATE
ZIP

TRADEMARK