

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
Avure Technologies Incorporated		06/09/2009	CORPORATION: DELAWARE
Avure U.S., Inc.		06/09/2009	CORPORATION: DELAWARE
Avure Holdco, LLC		06/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
Avure, LLC		06/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Milestone Partners III, L.P.
Street Address:	595 East Lancaster Avenue
Internal Address:	Suite 303
City:	St. Davids
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2900617	
Registration Number:	2785073	
Registration Number:	2776856	AVURE
Registration Number:	2907170	AVURE
Registration Number:	2333648	FRESHER UNDER PRESSURE

CORRESPONDENCE DATA

Fax Number: (215)655-2183
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: trademarks@dechert.com, jacob.bishop@dechert.com,

CH \$140.00 2900617

jay.johnston@dechert.com

Correspondent Name: Glenn A. Gundersen
Address Line 1: Cira Centre
Address Line 2: 2929 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	104389
NAME OF SUBMITTER:	Glenn A. Gundersen
Signature:	/Glenn A. Gundersen/
Date:	06/09/2009

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT dated as of June 9, 2009 (this "*Agreement*"), is made among **AVURE TECHNOLOGIES INCORPORATED**, a Delaware corporation, located at 22408 66th Avenue South, Kent, WA 98032, **AVURE U.S., INC.**, a Delaware corporation, located at 595 East Lancaster Avenue, Suite 303, St. Davids, Pennsylvania 19087, **AVURE HOLDCO, LLC**, a Delaware limited liability company, located at 595 East Lancaster Avenue, Suite 303, St. Davids, Pennsylvania 19087, **AVURE, LLC**, a Delaware limited liability company, located at 595 East Lancaster Ave., Suite 303, St. Davids, PA 19087 (each a "*Grantor*", and collectively, the "*Grantors*"), and **MILESTONE PARTNERS III, L.P.**, a Delaware limited partnership, located at 595 East Lancaster Avenue, Suite 303, St. Davids, Pennsylvania 19087, as administrative agent (in such capacity, the "*Administrative Agent*").

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), among **AVURE, LLC**, Delaware limited liability company ("*Parent*"), **AVURE HOLDCO, LLC**, a Delaware limited liability company ("*Holdings*"), **AVURE TECHNOLOGIES INCORPORATED**, a Delaware corporation (the "*Borrower*"), the several banks, financial institutions and other entities from time to time parties thereto as Lenders, and the Administrative Agent, the Lenders thereto have agreed to make certain financing accommodations available to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, as a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, the Grantors executed and delivered the U.S. Guarantee and Collateral Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*") to the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which

such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule I, and (ii) the right to obtain all renewals thereof. (the "*Trademarks*");

(b) all rights to sue at law or in equity for any infringement, misappropriation, violation or other impairment thereof, including the right to sue for past, present and future infringements, misappropriations, violations, or other impairments thereof and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit; and

(c) all other rights of any kind whatsoever accruing thereunder or pertaining thereto; provided that no United States intent-to-use trademark or service mark application shall be included in the Trademark Collateral if granting a security interest therein would invalidate the application or resulting registration, unless and until evidence of the use of such trademark or service mark in interstate commerce is filed with the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1051 Section 1(c) or 1(d) (or a successor provision), and after such acceptance, such interest in such trademark or service mark application shall automatically be subject to a security interest in favor of the Administrative Agent and shall be included in the Trademark Collateral.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the

Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, "PDF" or "tif" via email), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Further Assurances. Each Grantor agrees to execute and deliver to the Administrative Agent any and all further documents and instruments, and do any and all further acts which the Administrative Agent (or the Administrative Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

AVURE TECHNOLOGIES
INCORPORATED

By: Keith D. Cripe
Name: Keith D. Cripe
Title: CEO

AVURE U.S., INC.

By: _____
Name:
Title:

AVURE HOLDCO, LLC

By: _____
Name:
Title:

AVURE, LLC

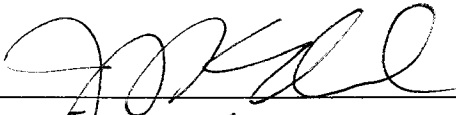
By: _____
Name:
Title:

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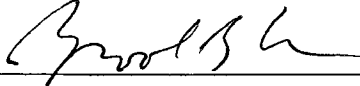
AVURE TECHNOLOGIES
INCORPORATED

By: _____
Name:
Title:

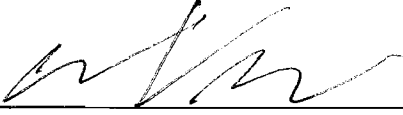
AVURE U.S., INC.

By: 
Name: John P. Shoemaker
Title: President + CEO

AVURE HOLDCO, LLC




By: 
Name: Brooke B. Hayes
Title: Vice President

AVURE, LLC

By: 
Name: Geoffrey B. Veale
Title: Vice President + Assistant Secretary

SCHEDULE I

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner/Liens	Status/Comments
	2,900,617	11/2/2004	Avure Technologies Incorporated	Registered
	2,785,073	11/18/2003	Avure Technologies Incorporated	Registered
AVURE	2,776,856	10/21/2003	Avure Technologies Incorporated	Registered
AVURE	2,907,170	11/30/2004	Avure Technologies Incorporated	Registered
FRESHER UNDER PRESSURE	2,333,648	3/21/2000	Avure Technologies Incorporated	Registered
AVURE	AU 920472	7/19/2002	Avure Technologies Incorporated	Registered
FRESHER UNDER PRESSURE	AU 937541	12/12/2002	Avure Technologies Incorporated	Registered
AVURE	CA TMA658,51 2	2/9/2006	Avure Technologies Incorporated	Registered
AVURE	CTM 2785632	11/18/2004	Avure Technologies Incorporated	Registered
Design Only 	CTM 3035870	6/7/2004	Avure Technologies Incorporated	Registered
AVURE	JP 4707355	9/5/2003	Avure Technologies, Inc.	Registered
AVURE	MX 817397	1/12/2004	Avure Technologies Incorporated	Registered

AVURE	MX 817398	1/12/2004	Avure Technologies Incorporated	Registered
AVURE	NZ 661168	12/8/2003	Avure Technologies Incorporated	Registered