

Form PTO-1594 (Rev. 01-09)  
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  THE BANK OF NEW YORK MELLON, company, citizenship: US Delaware                  TPG PARTNERS III, LP, citizenship: US Delaware                  TPG INVESTORS III, LP, citizenship: US Delaware                  TPG DUTCH PARALLEL III, C.V., company, citizenship: US Delaware</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input checked="" type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other LIMITED LIABILITY COMPANY             </p> <p>Citizenship (see guidelines) US <u>DELEWARE</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>CELERITY, INC.</u></p> <p>Internal Address: <u>SUITE 101</u></p> <p>Street Address: <u>2645 ZANKER ROAD</u></p> <p>City: <u>SAN JOSE</u></p> <p>State: <u>CALIFORNIA</u></p> <p>Country: <u>USA</u> Zip: <u>95134</u></p> <p> <input type="checkbox"/> Association    Citizenship _____  <input type="checkbox"/> General Partnership    Citizenship _____  <input type="checkbox"/> Limited Partnership    Citizenship _____  <input type="checkbox"/> Corporation    Citizenship _____  <input checked="" type="checkbox"/> Other <u>INC.</u>    Citizenship <u>DELEWARE</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>JUNE 12, 2009</u></p> <p> <input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>RELEASE OF SECURITY INTEREST</u> </p>	
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>DARREN W. COLLINS</u></p> <p>Internal Address: <u>SONNENSCHN NATH &amp; ROSENTHAL LLP</u></p> <p>Street Address: <u>P.O. BOX 061080, WACKER DRIVE STATION</u>  <u>SEARS TOWER</u></p> <p>City: <u>CHICAGO</u></p> <p>State: <u>ILLINOIS</u> Zip: <u>60606</u></p> <p>Phone Number: <u>214-259-0900</u></p> <p>Fax Number: <u>214-259-0910</u></p> <p>Email Address: <u>patents@sonnenschein.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">16</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account  <input checked="" type="checkbox"/> Enclosed             </p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number <u>193140</u></p> <p>Authorized User Name <u>DARREN W. COLLINS</u></p>
<p><b>9. Signature:</b> _____ <span style="float: right;">07/09/2009</span></p> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p> <p style="text-align: center;">_____                  DARREN W. COLLINS                  Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">12</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
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**TRADEMARK**

TO: DARREN W. COLLINS COMPANY: SONNENSCHN NATH & ROSENTHAL LLP

Sonnenschein LLP CDT 7/9/2009 4:50:12 PM PAGE 4/021 Fax Server

RECORDATION FORM COVER SHEET (PAGE 2)

TRADEMARKS ONLY

1. Name of conveying party(ies)

- FOF PARTNERS III, L.P.  
Limited Partnership  
Citizenship: United States, Delaware
- FOF PARTNERS III-B, L.P.  
Limited Partnership  
Citizenship: United States, Delaware
- T<sup>3</sup> GenPar II, L.P.  
Limited Partnership  
Citizenship: United States, Delaware
- T<sup>3</sup> PARALLEL II, L.P.  
Limited Partnership  
Citizenship: United States, Delaware
- TPG PARTNERS IV, L.P.  
Limited Partnership  
Citizenship: United States, Delaware
- SPECIAL VALUE ABSOLUTE RETURN FUND, LLC  
Limited Liability Company  
Citizenship: United States, Delaware
- SPECIAL VALUE CONTINUATION PARTNERS LP  
Limited Partnership  
Citizenship: United States, Delaware

2. Name and address of receiving party(ies)

CELERTY HOLDING COMPANY, INC.  
2645 ZANKER ROAD, SUITE 101  
SAN JOSE, CALIFORNIA, USA 95134  
Incorporation  
Citizenship: United States DELEWARE

CELERTY SYSTEMS, INC.  
2645 ZANKER ROAD, SUITE 101  
SAN JOSE, CALIFORNIA, USA 95134  
Incorporation  
Citizenship: United States DELEWARE

Application Number	Registration Number	MARK
78/119,743	2735700	XACTORR
72/463,219	1003925	TYLAN
73/505,479	1355096	ADAPTORR
74/477,279	1930638	MEGA
75/533,206	2381936	MULTIFLO
75/620,597	2400856	INTELLIFLOW
75/896,122	2410756	SOLIDSENSE
78/124,935	2784199	MEGAFLOW
78/113,613	2900573	CELERITY
78/278,495	2912921	STEP
78/152,505	2913805	CELERITY
74/667,970	2968815	INTELLIGENT GAS PANEL
78/340,651	3059484	MAGNIFLO
78/152,498	3098744	MEGASHOT
78/437,497	3160041	INFLO
77/273,144	3526463	UNIT

14804623V-1

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REEL: 004028 FRAME: 0918

June 12, 2009

**VIA FACSIMILE AND OVERNIGHT COURIER**

Celerity, Inc.  
2645 Zanker Road, Suite 101  
San Jose, California 95134

Re: Sale of Instrumentation Division

Ladies and Gentlemen:

Reference is hereby made to that Note Purchase Agreement, dated as of April 15, 2008 (as it may have been amended or otherwise modified to the date hereof, the "*NPA*"), by and among Celerity Holding Company, Inc., Celerity, Inc., Celerity Systems, Inc., the other Guarantors party thereto from time to time, the Noteholders party thereto and The Bank of New York Mellon, as agent for the Noteholders (the "*Agent*"). All capitalized terms used in this letter agreement without definition shall have the meanings assigned to such terms in the *NPA*.

Issuer has informed the *Agent* that Issuer intends to sell to BI Products LLC, a Delaware limited liability company ("*BIP*"), and Brooks Instrument LLC, a Delaware limited liability company ("*Brooks*" and, together with *BIP*, the "*Buyer*"), all of the assets of the Issuer's instrumentation division (the "*Business*"), including all right, title and interest of Issuer and its Subsidiaries in and to the assets of the *Business*, , all upon the terms and subject to the conditions set forth in (i) an Asset Purchase Agreement between Issuer and *BIP* (including the exhibits and schedules thereto), and (ii) an Intellectual Property Purchase Agreement between Issuer and *Brooks* (including the exhibits and schedules thereto), copies of which is attached hereto as Exhibit A (collectively, the "*Acquisition Agreement*"). The terms of Section 9.01 of the *NPA* prohibit the sale of the *Business* and related assets and properties. Therefore, Issuers' have requested that the *Agent* and the Noteholders waive such limitation in Section 9.01 and consent to the Company's entering into and performing the terms and provisions of the *Acquisition Agreement*, which includes the Company's sale of the *Business* and related assets to *Buyer*.

Accordingly, the *Agent* and each of the undersigned Noteholders hereby consent to the Company's entering into and performing the terms and provisions of the *Acquisition Agreement* (with such modifications to such *Acquisitions Agreement* as the board of directors of the Company may approve so long as such modifications would not have or result in a material adverse effect on the Company or the Noteholders), which includes, without limitation, the Company's sale of the *Business* and related assets and properties to the *Buyer*. In connection therewith, the *Agent* and each of the undersigned Noteholders waives the limitation of Section 9.01 and all other relevant provisions under the *NPA*. Furthermore, the *Agent* and each of the undersigned Noteholders, acknowledges and agrees that to the extent any of the *Business*, related

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**TRADEMARK**

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assets or properties sold to the Buyer constitutes Collateral or Pledged Collateral under the NPA or Security Agreement, such Collateral and Pledged Collateral shall be sold or otherwise disposed of to the Buyer free and clear of the Liens created by the Security Documents, and the Agent shall be authorized to take any actions reasonably requested by the Issuer and deemed appropriate by the Agent in order to effect the foregoing. Without limitation and in furtherance thereof, each of the undersigned hereby waives the provisions of Section 8.13 (regarding proceeds of collateral being subject to a lockbox arrangement) of the NPA.

By their signatures hereto, the Noteholders hereby authorize, instruct and direct the Agent to execute this Consent.

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REEL: 004028 FRAME: 0920

Very truly yours,

**THE BANK OF NEW YORK MELLON,**  
as Agent

By:   
Name: **LICI ZHU**  
Title: **ASSISTANT VICE PRESIDENT**

**TPG PARTNERS III, L.P. as a Noteholder**

By: **TPG GenPar III, L.P., its General Partner**

By: **TPG Advisors III, Inc., its General Partner**

By:   
Name:  
Title:

**TPG PARALLEL III, L.P. as a Noteholder**

By: **TPG GenPar III, L.P., its General Partner**

By: **TPG Advisors III, Inc., its General Partner**

By:   
Name:  
Title:

**TPG INVESTORS III, L.P. as a Noteholder**

By: **TPG GenPar III, L.P., its General Partner**

By: **TPG Advisors III, Inc., its General Partner**

By:   
Name:

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**TRADEMARK**

Very truly yours,

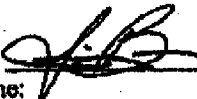
**THE BANK OF NEW YORK MELLON,**  
as Agent

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

**TPG PARTNERS III, L.P. as a Notcholder**

By: **TPG GenPar III, L.P., its General Partner**

By: **TPG Advisors III, Inc., its General Partner**

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

**TPG PARALLEL III, L.P. as a Notcholder**

By: **TPG GenPar III, L.P., its General Partner**

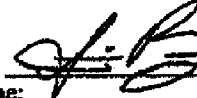
By: **TPG Advisors III, Inc., its General Partner**

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

**TPG INVESTORS III, L.P. as a Notcholder**

By: **TPG GenPar III, L.P., its General Partner**

By: **TPG Advisors III, Inc., its General Partner**

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

LAI:6405954

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Title:

**TPG DUTCH PARALLEL III, C.V. as a Notcholder**

By: TPG GenPar Dutch, L.L.C.

By: TPG GenPar III, L.P., its General Partner


By: TPG Advisors III, Inc., its General Partner

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

**FOF PARTNERS III, L.P. as a Notcholder**

By: TPG GenPar III, L.P., its General Partner

By: TPG Advisors III, Inc., its General Partner

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

**FOF PARTNERS III-B, L.P. as a Notcholder**

By: TPG GenPar III, L.P., its General Partner

By: TPG Advisors III, Inc., its General Partner

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

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**T<sup>3</sup> PARTNERS II, L.P. as a Noteholder**

By: T<sup>3</sup> GenPar II, L.P., its General Partner


By: T<sup>3</sup> Advisors II, Inc., its General Partner

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

**T<sup>3</sup> PARALLEL II, L.P. as a Noteholder**

By: T<sup>3</sup> GenPar II, L.P., its General Partner

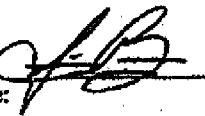
By: T<sup>3</sup> Advisors II, Inc., its General Partner

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

**TPG PARTNERS IV, L.P. as a Noteholder**

By: TPG GenPar IV, L.P., its General Partner

By: TPG Advisors IV, Inc., its General Partner

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

LAI:#6405954

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**SPECIAL VALUE ABSOLUTE RETURN FUND,  
LLC**

**SPECIAL VALUE CONTINUATION PARTNERS,  
LP**

Each of the above:

By: Tennenbaum Capital Partners, LLC

Its: Investment Manager

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

Name: Howard Leykowitz  
Title: Managing Partner

**Acknowledged and accepted:**

**Celerity, Inc.,  
a Delaware corporation**

By: \_\_\_\_\_  
Name: Tim Harris  
Title: Chief Executive Officer

LAI:86402934

**TRADEMARK**

**REEL: 004028 FRAME: 0925**

**SPECIAL VALUE ABSOLUTE RETURN FUND,  
LLC**

**SPECIAL VALUE CONTINUATION PARTNERS,  
LP**

Each of the above:  
By: Tennenbaum Capital Partners, LLC  
Its: Investment Manager

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

Acknowledged and accepted:

Celerity, Inc.,  
a Delaware corporation

By:   
Name: Tim Harris  
Title: Chief Executive Officer

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**TRADEMARK**

REEL: 004028 FRAME: 0926

EXHIBIT A

LA1:6405954

**TRADEMARK**

**REEL: 004028 FRAME: 0927**



2000 McKinney Avenue  
Suite 1900  
Dallas, TX 75201-1858  
214.259.0900  
214.259.0910 fax  
www.sonnenschein.com

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