# JP \$265.00 1313092

## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as Collateral Agent		09/01/2009	Bank: SWITZERLAND

### **RECEIVING PARTY DATA**

Name:	Wilmington Trust, FSB, as Collateral Agent		
Street Address:	591 Broadway, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Federal Savings Bank: UNITED STATES		

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1313092	KLAMP-TITE
Registration Number:	1544182	RIVAC
Registration Number:	2322430	SATURN FASTENERS, INC.
Registration Number:	1681765	
Registration Number:	2304847	SATURN
Registration Number:	1103721	ACR
Registration Number:	0693147	TORQ-SET
Registration Number:	1096483	TORQ-SET
Registration Number:	0661279	TORQ-SET
Registration Number:	0704500	TRI-WING

## **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: i Correspondent Name: Address Line 1: Address Line 2:	301-638-0511 ipresearchplus@comcast.net IP Research Plus, Inc. 21 Tadcaster Circle attn: Penelope J.A. Agodoa Waldorf, MARYLAND 20602			
ATTORNEY DOCKET NUMBER:		34870		
NAME OF SUBMITTER:		Penelope J.A. Agodoa		
Signature:		/pja/		
Date:		09/23/2009		
Total Attachments: 6 source=34870#page1.tif source=34870#page2.tif source=34870#page3.tif source=34870#page4.tif source=34870#page5.tif source=34870#page6.tif				

ASSIGNMENT OF TRADEMARK SECURITY INTEREST, dated as of September 1, 2009, by CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("CS"), as former collateral agent under the Security Agreement (defined below) (in such capacity, the "Former Agent") and WILMINGTON TRUST FSB ("WT"), as collateral agent under the Security Agreement (as defined below).

- A. Reference is made to the Term Loan Guarantee and Collateral Agreement dated as of August 11, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among KING HOLDING CORPORATION ("Holdings"), ACUMENT GLOBAL TECHNOLOGIES, INC. (f/k/a TFS Acquisition Corporation) (the "Borrower"), the subsidiaries of the Borrower party thereto and the Former Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Security Agreement.
- B. Reference is made to (i) the Term Loan Trademark Security Agreement's Agreement dated August 11, 2006 (the "Trademark Security Agreement's), among Holdings, the Borrower, the subsidiaries of the Borrower party thereto and the Former Agent and (ii) the Trademark and Patent Security Agreement dated January 11, 2008 (together with the Trademark Security Agreement, the "IP Security Agreements"), among SATURN FASTENERS, INC. and the Former Agent, pursuant to which, among other things, each Grantor granted a security interest to the Former Agent, for the benefit of certain secured parties named therein, in, among other things, certain registered trademarks of the Grantors listed in attachments to each of the IP Security Agreements, which security interest was recorded on January 26, 2007 with the United States Patent & Trademark Office (the "PTO").
- C. Pursuant to the Successor Agent Agreement dated as of April 23, 2009 (as amended, supplemented or otherwise modified from time to time, the "Successor Agent Agreement"), between WT and CS, CS, as former administrative agent and former collateral agent under the Term Loan Credit Agreement, the Security Agreement and the IP Security Agreements, has assigned all its right, title and interest in the trademarks identified on Schedule I hereto (the "Trademarks") to WT, as successor administrative agent and successor collateral agent (in such capacity, the "Agent"). Until now, CS has remained the secured party of record with the PTO.

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SECTION 1. *Assignment*. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Former Agent hereby confirms the assignment, pursuant to the Successor Agent Agreement, of all its right, title and interest to the Trademarks under the Security Agreement and the IP Security Agreements to the Agent and the Agent hereby confirms its acceptance of such assignment.

#### SECTION 2. Miscellaneous.

- (a) This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by electronic submission shall be effective as delivery of a manually executed counterpart of this Assignment.
- (b) THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.
- (c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective duly authorized officers as of the day and year first above written.

CREDIT SUISSE, CAYMAN ISLANDS

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective duly authorized officers as of the day and year first above written.

By
Name:
Title:

By
Name:
Title:

WILMINGTON TRUST FSB, as the Agent,

By
Name:
BORIS TREYGER
Title:
VICE PRESIDENT

CREDIT SUISSE, CAYMAN ISLANDS

BRANCH, as the Former Agent,

# Schedule I

# **United States Trademarks**

# A. Trademarks

Registered Owner	<u>Mark</u>	Registration Number	Application Number
Acument Intellectual Properties, LLC	KLAMP-TITE	1313092	73/402045
Acument Intellectual Properties, LLC	RIVAC	1544182	73/735324
Saturn Fasteners, Inc.	Saturn Fasteners, Inc. & Design	2322430	75/505498
Saturn Fasteners, Inc.	Miscellaneous Design (line drawing of planet Saturn)	1681765	74/144706
Saturn Fasteners, Inc.	Saturn	2304847	75/492370
Saturn Fasteners, Inc./Phillips Screw Company	ACR	1103721	73/110869
Saturn Fasteners, Inc./Phillips Screw Company	TORQ-SET	0693147	72/076783
Saturn Fasteners, Inc./Phillips Screw Company	TORQ-SET	1096483	73/150721
Saturn Fasteners, Inc./Phillips Screw Company	TORQ-SET	0661279	72/033670
Saturn Fasteners, Inc./Phillips Screw Company	TRI-WING	0704500	72/091322

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**RECORDED: 09/23/2009**