## Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Name Formerly		Entity Type	
MW Industries, Inc.		11/03/2009	CORPORATION: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Dymas Funding Company, LLC, as Administrative Agent		
Street Address:	One North Franklin, Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3211194	HYPERCOILS	

#### **CORRESPONDENCE DATA**

Fax Number: (312)577-4565

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

312-577-8265 Phone:

Email: kristin.brozovic@kattenlaw.com Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe Street

Chicago, ILLINOIS 60661 Address Line 4:

ATTORNEY DOCKET NUMBER: 215577-55

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 11/10/2009

Total Attachments: 3

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### ASSIGNMENT FOR SECURITY

## **TRADEMARKS**

WHEREAS, MW Industries, Inc. (the "<u>Assignor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed <u>Schedule 1A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Assignor, has entered into an Amended and Restated Security Agreement, dated as of November 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of \( \frac{100}{100} \), 2005.

MW INDUSTRIES, INC., a Delaware corporation

By: \_\_ Name

Title:

STATE OF FOLIDA	
COUNTY OF PAIM BEPCH	SS.:

On this 3 day of 100 day of 2001, before me personally came http://www.j.com/andicested the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the 100 day of MW INDUSTRIES, INC., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of 100 100 days. \_\_\_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Notary Public State of Florida
Lynn Almeida
My Commission DD792533
Expires 07/31/2012

# SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner
HYPERCOILS	78868290	4/24/06	3211194	2/20/07	Registered	MW Industries, Inc.

**RECORDED: 11/10/2009**