

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
Niadyne, Inc.		07/10/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DEM Holdings, L.P., as agent for the lenders
Street Address:	c/o Basic Research, Inc.
Internal Address:	5742 West Harold Gatty Drive
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84116
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2744360	NIA PRODUCTS
Registration Number:	3471879	NIA24
Registration Number:	3471881	NIA24
Registration Number:	2813649	NIADYNE
Registration Number:	2825821	NIASOMES
Registration Number:	2948674	PRO-NAD
Registration Number:	3471889	PRO-NIACIN
Registration Number:	3471890	PRO-NIACIN
Registration Number:	2818262	PRONIASOMES
Registration Number:	3015859	PRONIASOMES
Serial Number:	78679793	N24
Serial Number:	76384218	NIA 24/7
Serial Number:	78908778	NIASPHERES

CH \$340.00 2744360

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (612) 492-6842
Email: cadwell.jeffrey@dorsey.com
Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP
Address Line 2: 50 South Sixth Street, Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M215185
NAME OF SUBMITTER:	Jeffrey R. Cadwell
Signature:	/Jeffrey R. Cadwell/
Date:	02/11/2010

Total Attachments: 14

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COLLATERAL ASSIGNMENT (TRADEMARKS)

THIS COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of July 10, 2009, is made and given by NIADYNE, INC., a Delaware corporation (the "Assignor"), to DEM HOLDINGS, L.P., as agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. STRIVECTIN OPERATING COMPANY, INC., a Delaware corporation (the "Company"), the Assignee, and the Lenders have entered into a Revolving Credit and Term Loan Agreement dated as of July 10, 2009 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Assignee and the Lenders have agreed to extend certain credit accommodations to the Company under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement). The Assignor has agreed to guarantee the Obligations of the Company under the Credit Agreement pursuant to a Guaranty.

B. To secure all the liabilities and obligations of the Assignor to the Assignee and the Lenders arising under the Guaranty to which the Assignor is a party, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement dated as of even date with the Credit Agreement (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee, which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks and tradenames set forth in Exhibit A attached hereto, and the trademarks and tradenames so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office or applicable foreign trademark office (except for intent to use applications).

D. It is a condition of the Assignee's and the Lenders' continued obligation to extend credit accommodations pursuant to the terms of the Credit Agreement, and it is a requirement thereunder, that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and the Assignee's and the Lenders' continued obligation to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor does hereby collaterally (and, effective upon the giving of a notice by the Assignee of the type described in the next sentence, absolutely) assign, to the extent not prohibited by applicable law, all of its right, title, and interest in and to all of the present

United States and foreign trademarks and trade names and the registrations and applications (except for intent to use applications) therefor owned by the Assignor (the "Trademarks"), including but not limited to those registered trademarks and tradenames set forth on Exhibit A, and including, without limitation, any and all common law rights in Trademarks owned by the Assignor, all proceeds thereof together with the right to recover for past, present, and future infringements, all rights corresponding thereto throughout the world, and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee for its own use and behalf, and for its legal representatives, successors, and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. Except to the extent the foregoing assignment creates a collateral assignment (which assignment is currently effective), the foregoing assignment shall be effective only upon the written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment that is given upon and occurrence and during the continuation of an Event of Default under the Credit Agreement, which written notice shall constitute conclusive proof of the matters set forth therein; unless and until the giving of such notice by the Agent, such assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to the Assignment of Trademarks attached hereto as Exhibit B. Assignor hereby irrevocably authorizes the Assignee to complete (including without limitation attaching an appropriate updated list of Trademarks as an annex thereto) the undated Assignments of Trademarks at the time of transfer.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending (and intent to use applications), the Trademarks listed on Exhibit A have been duly issued and are subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable in whole or in part;

(b) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof (but only as to Trademarks that are added to Exhibit A on such date), to the Assignor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks, in each case except to the extent that any such claim could not reasonably be expected to result in a Material Adverse Occurrence;

(d) after the date hereof, the Assignor will give prompt written notice to the Assignee of any claim of the type described in the preceding clause (c) (and notwithstanding whether such claim arose on, prior to or after the date hereof);

(e) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(f) the Assignor will be, until the Obligations shall have been satisfied in full and the Transaction Documents shall have been terminated, in material compliance with statutory notice requirements, and will pay all renewal, maintenance and other fees, relating to its use of the Trademarks, in each case except to the extent that the failure to be in such compliance or to make such payments could not reasonably be expected to result in a Material Adverse Occurrence;

(g) except for Liens permitted by the Credit Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges, and encumbrances, including without limitation licenses and covenants by the Assignor not to sue third persons;

(h) as of the date hereof or, if later, the date on which Exhibit A is amended as described in Section 4 hereof, the Trademarks listed on Exhibit A are all of the United States and foreign Trademarks and applications therefor now owned by the Assignor;

(i) the Assignor will, at any time upon reasonable request, communicate to the Assignee and its successors and assigns any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees, and agents, and cause such officers, employees, and agents with direct knowledge of material relevant information to testify as to the same in any infringement or other litigation at the reasonable request of the Assignee; and

(i) the Assignor will not, with respect to any Trademarks which are material to the business of the Assignor, cease to use any such Trademarks or fail to maintain such level of quality or products sold and services rendered under any of such Trademark at a level at least substantially consistent with the quality of the products and services as of the date hereof, and Assignor shall take all steps necessary to ensure that licensees of such Trademark use such consistent standards of quality

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Assignment.

4. If, before the Obligations shall have been satisfied in full (other than contingent indemnification obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application (except for intent to use applications), registration, trademark, or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment, Section 1 hereof shall automatically apply thereto, and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment by amending Exhibit A to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign, or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit C attached hereto and except in the ordinary course of business.

6. The Assignor agrees that it will authorize, execute, and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including, but not limited to, documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. If the Assignee is required by the Security Agreement to release its Lien in any or all of the Trademarks, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the subject Trademarks.

7. The Assignor shall (a) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Transaction Documents shall have been terminated in accordance with their terms, (b) make application on those trademarks and trade names that are unregistered but capable of being registered and that a prudent person would reasonably cause to be registered, and (c) preserve and maintain all rights in all Trademarks that a prudent person would reasonably preserve and maintain, provided that Assignor shall not be obligated to perform any of clauses (a), (b), or (c) above in the event that Assignor determines, in the reasonable business judgment of Assignor, that the same is not material to the business of Assignor. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending that constitutes a Trademark without the written consent of the Assignee.

8. Upon the occurrence and during the continuation of an Event of Default (or if the Assignor's failure to bring such suit could be reasonably be expected to result in a Material Adverse Occurrence), the Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks or any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding), and, if Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

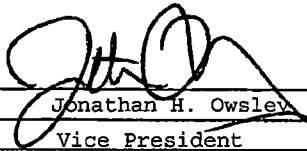
14. Upon payment in full of all Obligations (other than Assignor's unmatured indemnity obligations under any Transaction Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Company, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (A) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER THAT ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (B) THE STATE OF DELAWARE IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT AND ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN, OR AMONG THE PROVISIONS OF THIS ASSIGNMENT, ANY OTHER TRANSACTION DOCUMENT, OR ANY OTHER STATEMENT, INSTRUMENT, OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE ASSIGNEE THE GREATER RIGHT SHALL GOVERN.

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IN WITNESS WHEREOF, the Assignor has executed this instrument.

NIADYNE, INC.

By: 
Name: Jonathan H. Owsley
Title: Vice President

{Collateral Assignment – Trademarks (Niadyne)}

TRADEMARK
REEL: 004147 FRAME: 0583

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

NIADYNE, INC.

TRADEMARK SCHEDULE

U.S. Registrations

See Attached.

Foreign Registrations

See Attached.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
N24	17661/A1 United States of America	Published 3, 5, 10	78679793 27-Jul-2005	
NIA 24/7	17661/A13 Argentina	Registered 3	2381367 10-Jul-2002	2029169 30-May-2005
NIA 24/7	17661/A14 Argentina	Registered 5	2381368 16-Oct-2002	2068623 24-Feb-2006
NIA 24/7	17661/A15 Australia	Registered 3, 5	918818 04-Jul-2002	918818 04-Jul-2002
NIA 24/7	17661/A17 Brazil	Registered 5	824737784 23-Jul-2002	824737784 07-Aug-2007
NIA 24/7	17661/A16 Brazil	Registered 3	824737792 23-Jul-2002	824737792 08-May-2007
NIA 24/7	17661/A18 Canada	Registered 3, 5	1146621 17-Jul-2002	TMA646756 26-Aug-2005
NIA 24/7	17661/A20 China (People's Republic)	Registered 5	3233440 05-Jul-2002	3233440 28-Sep-2003
NIA 24/7	17661/A19 China (People's Republic)	Registered 3	3233340 05-Jul-2002	3233340 21-Mar-2004
NIA 24/7	17661/A21 European Community	Registered 3, 5	27642998 04-Jul-2002	27642998 04-Jul-2002
NIA 24/7	17661/A22 Japan	Registered 3, 5	2002/055992 04-Jul-2002	4823312 03-Dec-2004
NIA 24/7	17661/A24 Mexico	Registered 3	557288 19-Jul-2002	800717 23-Jul-2003
NIA 24/7	17661/A23 Mexico	Registered 5	557287 19-Jul-2002	772290 29-Nov-2002
NIA 24/7	17661/A25 Russian Federation	Registered 3, 5	2002715267 09-Aug-2002	255936 24-Sep-2003
NIA 24/7	17661/A2 United States of America	Published 3, 5	76384218 14-Mar-2002	

Friday, June 26, 2009

Trademark List

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Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NIA PRODUCTS	17661/A12 United States of America	Registered 3	76358076 14-Jan-2002	2744360 29-Jul-2003
NIA24	17661/A4 United States of America	Registered 3	77351532 13-Dec-2007	3,471,879 22-Jul-2008
NIA24	17661/A54 United States of America	Registered 5	77351578 13-Dec-2007	3,471,881 22-Jul-2008
NIADYNE	17661/A30 Argentina	Registered 3	2377560 03-Jun-2002	1933018 19-Jun-2003
NIADYNE	17661/A31 Argentina	Registered 5	2377561 03-Jun-2002	1922376 15-Apr-2003
NIADYNE	17661/A32 Australia	Registered 3, 5	915117 03-Jun-2002	915117 04-Nov-2002
NIADYNE	17661/A34 Brazil	Registered 5	824638921 04-Jun-2002	824638921 31-Jul-2007
NIADYNE	17661/A33 Brazil	Registered 3	824638930 04-Jun-2002	824638930 31-Jul-2007
NIADYNE	17661/A35 Canada	Registered 3, 5	1142265 04-Jun-2002	642365 17-Jun-2005
NIADYNE	17661/A36 China (People's Republic)	Registered 3	3197866 03-Jun-2002	3197866 21-Dec-2003
NIADYNE	17661/A37 China (People's Republic)	Registered 5	3197865 03-Jun-2002	3197865 28-Aug-2003
NIADYNE	17661/A29 European Community	Registered 3, 5	2722957 03-Jun-2002	2722957 03-Jun-2002
NIADYNE	17661/A25 Japan	Registered 3, 5	2002/45794 03-Jun-2002	4675012 23-May-2003
NIADYNE	17661/A27 Mexico	Registered 5	549827 04-Jun-2002	783814 04-Jun-2003
NIADYNE	17661/A26 Mexico	Registered 3	549821 04-Jun-2002	924630 20-Mar-2003

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
NIADYNE	17661/A28 Russian Federation	Registered 3, 5	2002/711129 04-Jun-2002	260494 04-Jun-2002
NIADYNE	17661/A7 United States of America	Registered 3, 5	76345752 04-Dec-2001	2813649 10-Feb-2004
NIASOMES	17661/A9 United States of America	Registered 5	76357479 10-Jan-2002	2825821 23-Mar-2004
NIASPHERES	17661/A6 United States of America	Published 3, 5	78908778 15-Jun-2006	
Opposition to NIA (Also in Korean Script), owned by Saerom Cosmetics Co Ltd	17661/O001 Korea, Republic of	Published 3	40-2008-0035647 21-Jul-2008	
PRO-NAD	17661/A44 Argentina	Registered 5	2377563 03-Jun-2002	2004104 04-Jan-2005
PRO-NAD	17661/A45 Argentina	Registered 3	2377562 03-Jun-2002	1954381 08-Oct-2003
PRO-NAD	17661/A43 Australia	Registered 3, 5	915116 03-Jun-2002	915116 03-Jun-2002
PRO-NAD	17661/A41 Brazil	Registered 5	824638905 04-Jun-2002	824638905 31-Jul-2007
PRO-NAD	17661/A42 Brazil	Registered 3	824638913 04-Jun-2002	824638913 31-Jul-2007
PRO-NAD	17661/A40 Canada	Registered 3	1142266 03-Jun-2002	TMA617567 25-Aug-2004
PRO-NAD	17661/A39 China (People's Republic)	Registered 3	3197864 03-Jun-2002	3197864 28-Jan-2006
PRO-NAD	17661/A38 China (People's Republic)	Registered 5	3197863 03-Jun-2002	3197863 21-Feb-2004
PRO-NAD	17661/A47 European Community	Registered 3, 5	2722965 03-Jun-2002	2722965 03-Jun-2002
PRO-NAD	17661/A50 Japan	Registered 3, 5	2002/45795 03-Jun-2002	4695319 25-Jul-2003

Friday, June 26, 2009

Trademarks List

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Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
PRO-NAD	17661/A49 Mexico	Registered 3	549826 04-Jun-2002	788079 04-Jun-2002
PRO-NAD	17661/A48 Mexico	Registered 5	549825 04-Jun-2002	788078 04-Jun-2002
PRO-NAD	17661/A46 Russian Federation	Registered 3, 5	2002711128 04-Jun-2002	253556 04-Jun-2002
PRO-NAD	17661/A8 United States of America	Registered 3, 5	76345753 04-Dec-2001	2948674 10-May-2005
PRO-NIACIN	17661/A3 United States of America	Registered 3	77351724 13-Dec-2007	3,471,889 22-Jul-2008
PRO-NIACIN	17661/A51 United States of America	Unfiled 3, 5		
PRO-NIACIN	17661/A55 United States of America	Registered 5	77351738 13-Dec-2007	3,471,890 22-Jul-2008
PRONIASOMES	17661/A10 United States of America	Registered 3	76976213 07-Jan-2002	2818262 24-Feb-2004
PRONIASOMES	17661/A11 United States of America	Registered 5	76356018 07-Jan-2002	3015859 15-Nov-2005

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

**FORM OF
ASSIGNMENT OF TRADEMARKS**

WHEREAS, Niadyne, Inc., a Delaware corporation ("Assignor"), is the owner of the entire right, title and interest in and to certain United States and foreign trademarks and tradenames and registrations and applications therefor ("Trademarks"), including without limitation, those as may be listed on any annex hereto; and

WHEREAS, DEM Holdings, L.P., in its capacity as agent (the "Agent" for the lenders (the "Lenders") from time to time party to that certain Credit Agreement dated as of July 10, 2009, by and among the Assignor, the Lenders, and the Agent (the Agent, in such capacity, the "Assignee"), desires to acquire the entire right, title, and interest in and to the aforesaid Trademarks, together with any and all causes of action and rights of recovery for past infringements of the Trademarks, and all of the rights vested in the Assignor by virtue of the instruments pursuant to which Assignor became vested with its ownership of the Trademarks;

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt of which is hereby acknowledged,

1. The Assignor hereby sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to the Trademarks, including each and every Trademarks that is granted on any application (except for intent to use applications) that is a division, substitution, or continuation of such Trademarks, and in and to each and every reissue or extension of the Trademarks.

2. The Assignor further sells, assigns, transfers, and conveys unto the Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Trademarks.

3. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns, and/or legal representatives, and shall be binding upon the Assignor and its successors, assigns, and/or legal representatives.

4. The Assignor hereby irrevocably authorizes the Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the Assignor has executed and delivered this instrument this _____ day of _____, _____.

NIADYNE, INC.

By: _____
Name: _____
Title: _____

[Assignment of Trademarks (Niadyne)]

TRADEMARK
REEL: 004147 FRAME: 0590

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

TRADEMARK LICENSES

None.