

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Informance International, Inc.		03/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Value Recovery Fund I LLC, formerly known as D.B. Zwirn Special Opportunities Fund, L.P., as administrative agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2617764	CYCLE EROSION	
Registration Number:	2992962	INFORMANCE	
Registration Number:	2964774	INFORMANCE INTERNATIONAL DRIVING MANUFACTURING PERFORMANCE	
Registration Number:	2992961	INFORMANCE INTERNATIONAL	
Registration Number:	2774550	AN INDUSTRIAL ENGINEER IN A BOX!	
Registration Number:	2964775	DRIVING MANUFACTURING PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2494		
Email:	watt.wanapha@srz.com		
Correspondent Name:	W. Wanapha c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		

CH \$165.00 2617764

900158180

**TRADEMARK
 REEL: 004174 FRAME: 0916**

Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	017962.0138
NAME OF SUBMITTER:	Watt Wanapha (017962-0138)
Signature:	/kc for ww/
Date:	03/26/2010

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of March, 2010, among the grantor listed on the signature pages hereof (the "Grantor"), and FORTRESS VALUE RECOVERY FUND I LLC, formerly known as D.B. Zwirn Special Opportunities Fund, L.P., a Delaware limited liability company, in its capacity as administrative agent for the Lender Group (together with its successors and assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of September 11, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among CMS-XKO HOLDING COMPANY, LP, a Delaware limited partnership ("Parent"), and each of Parent's Subsidiaries identified on the signature pages thereof as borrowers (such Subsidiaries are referred to hereinafter individually as a "Borrower" and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, and

WHEREAS, pursuant to that certain Security Agreement, dated January 23, 2008, by each of the parties listed as "Grantor" on the signature pages thereto and those additional entities that thereafter become parties thereto and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), the Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority (subject to Permitted Liens) security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3 SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4 SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5 AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6 COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.


7 CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INFORMANCE INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Nicholas Kaiser
Title: President

[Signature page to Trademark Security Agreement]

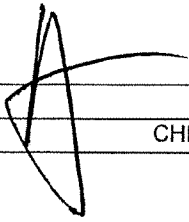
ACCEPTED AND ACKNOWLEDGED BY:

**FORTRESS VALUE RECOVERY FUND I
LLC,**

a Delaware limited liability company,
as Agent

By: Fortress VRF Advisors I LLC,
its investment manager, as agent and
attorney-in-fact

By: _____
Name: _____ MARC K. FURSTEIN
Title: _____ CHIEF OPERATING OFFICER



[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Informance International, Inc.	U.S.A.	Cycle Erosion	76289482/ 2617764	7/24/2001/ 9/10/2002
Informance International, Inc.	U.S.A.	Informance	76569974/ 2992962	1/9/2004/ 9/6/2005
Informance International, Inc.	U.S.A.	Informance International Driving Manufacturing Performance	76582750/ 2964774	3/22/2004/ 7/5/2005
Informance International, Inc.	U.S.A.	Informance International	76569962/ 2992961	1/9/2004/ 9/6/2005
Informance International, Inc.	U.S.A.	An Industrial Engineer In A Box!	76285022/ 2774550	7/13/2001/ 10/21/2003
Informance International, Inc.	U.S.A.	Driving Manufacturing Performance	76582751/ 2964775	3/22/2004/ 7/5/2005

Domain Names

informance.com	Expires 3/22/2012
informanceint.com	Expires 12/6/2010
factorybenchmarks.com	Expires 4/25/2010
capacitybenchmarks.com	Expires 4/25/2010
factorypluse.com	Expires 4/25/2010
factoryware.com	Expires 4/25/2010
factoryware.net	Expires 1/10/2013

Trademark Licenses

1. Cargill Salt Software License Agreement dated April 17, 2006 by and between Informance International, Inc. and Cargill Inc.
2. Cargill DSO Software License Agreement dated April 17, 2006 by and between Informance International, Inc. and Cargill Inc.

3. Flowserve Software License Agreement dated March 28, 2008 by and between Informance International, Inc. and Cargill Inc.
4. Clorox Software License Agreement dated February 25, 2004 by and between Informance International, Inc. and Clorox Services Company.