

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Munters Corporation		06/09/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Swedbank AB (publ), as Security Agent		
Street Address:	Brunkebergstorg 8		
City:	Stockholm		
State/Country:	SWEDEN		
Postal Code:	SE-105 34		
Entity Type:	Bank: SWEDEN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1656178	GLASDEK	
Registration Number:	1292273	CELDEK	
Registration Number:	861554	CELDEK	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	810319-005		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$90.00 1656178

900194481

**TRADEMARK
 REEL: 004563 FRAME: 0119**

Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

06/15/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

(Trademark, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Munters Corporation, a corporation incorporated under the laws of the State of New York (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Swedbank AB (publ), as facility agent, are parties to a Senior Facilities Agreement dated as of 29 September 2010, as amended on 8 October 2010 and 13 October 2010, amended and restated on 4 November 2010, and amended and restated by amendment and restatement agreements dated 11 February 2011, 9 March 2011 and 30 May 2011 (as amended, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") entered into between, among others, the Grantor and Swedbank AB (publ), as Security Agent (the "Security Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement Supplement), the Grantor has secured the Secured Liabilities (as defined in the Security Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Security Agent, to secure the Secured Liabilities, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iv) all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto).

The Grantor irrevocably constitutes and appoints the Security Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and

authority in the name of the Grantor or in the Security Agent's name, from time to time, in the Security Agent's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might be entitled to take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement Supplement and to accomplish the purposes hereof. Except to the extent expressly permitted in the Security Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Security Agent pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement Supplement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

This Intellectual Property Security Agreement Supplement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement Supplement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement Supplement to be duly executed by its officer thereunto duly authorized as of the 7 day of JUNE, 2011.

MUNTERS CORPORATION,
as Grantor

By: 

Name: MARTIN LINDQVIST

Title: CFO / AUTHORIZED SIGNATORY

Acknowledged:

SWEDBANK AB (publ),
as Security Agent

By: 

Name:

Title:

Jens Wiktorin

Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration Date	Registration No.
GLASdek	1991-09-10	1656178
CELDEK	1984-08-28	1292273
CELdek	1968-12-10	0861554

SCHEDULE 2
EXCEPTIONS