

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
DEXTER MAGNETIC TECHNOLOGIES, INC.		06/29/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.
Street Address:	355 NORTH MAPLE DRIVE
Internal Address:	SUITE 130
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3938014	DEXTORQUE
Registration Number:	4081138	ERASETRACK
Serial Number:	85100745	LIFESEP
Registration Number:	3938016	Z-GUN
Registration Number:	2517787	NEOFORM
Serial Number:	85100768	PERMAG

CORRESPONDENCE DATA

Fax Number: 2138308743
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 213-680-6400
 Email: kimberley.lathrop@bingham.com
 Correspondent Name: KIMBERLEY A. LATHROP
 Address Line 1: 355 SOUTH GRAND AVENUE

CH \$165.00 3938014

Address Line 2: BINGHAM MCCUTCHEN LLP
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3212285.326097
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	07/02/2012

Total Attachments: 5
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS TRADEMARK SECURITY AGREEMENT AND THE GUARANTEES EVIDENCED HEREBY ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF JUNE 29, 2012, BY AND AMONG BANK OF MONTREAL, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS SUCCESSORS AND ASSIGNS FROM TIME TO TIME, AND LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE NOTES, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER OF THE NOTES ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of June 29, 2012, by DEXTER MAGNETIC TECHNOLOGIES, INC., a New York corporation, and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "Grantors"), in favor of LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P., as purchaser (the "Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") among the Grantors and the Purchaser, Purchaser has agreed to purchase the Notes; and

WHEREAS, the Purchaser is willing to purchase the Notes as provided for in the Note Purchase Agreement on the condition, among others, that each Grantor shall have executed and delivered to the Purchaser (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors, the other "Debtors" party thereto and Purchaser and (b) this 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, each 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 Note Purchase Agreement. The term "Trademarks" shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, each Grantor hereby grants to the Purchaser a continuing security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Purchaser pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Purchaser and its successors and permitted assigns.


7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. TERMINATION. Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Note Purchase Agreement and the expiration or termination of the Notes thereunder, the Liens and security interest granted hereby shall automatically terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, the Purchaser will authorize the filing of, and at the expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.

[signature page follows]

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


DEXTER MAGNETIC TECHNOLOGIES, INC.,
a New York corporation
as Grantor

By: 
Name: Harley B. Kaplan
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL PARTNERS III, L.P.,
a California limited partnership

By: LEVINE LEICHTMAN CAPITAL
PARTNERS, INC., a California corporation

By: 
Name: Steven Harthau
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004813 FRAME: 0231

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark Name	Country Name	App Number	File Date	Reg #	Reg Date	Trademark Status
DEXTORQUE (Block letters)	USA	85/100212	05-Aug-2010	3938014	29-Mar-2011	Registered
ERASETRACK (Block letters)	USA	85/160484	25-Oct-2010	4081138	3-Jan-12	Registered
LIFESSEP (Block letters)	USA	85/100745	05-Aug-2010			Pending
Z-GUN (Block letters)	USA	85/100758	05-Aug-2010	3938016	29-Mar-2011	Registered
NEOFORM (Block letters)	USA	75476258	29-April-1998	2517787	11-December-2001	Registered
PERMAG (Block letters)	USA	85/100768	05-Aug-2010			Will be automatically abandoned in August 2012 ¹

¹ The company does not intend to renew this mark