

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|-----------------------|
| Informance International, Inc. | | 03/23/2010 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------------------|
| Name: | Wells Fargo Capital Finance, Inc. |
| Street Address: | 2450 Colorado Avenue., Suite 3000W |
| City: | Santa Monica |
| State/Country: | CALIFORNIA |
| Postal Code: | 90404 |
| Entity Type: | CORPORATION: CALIFORNIA |

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: (949)720-0182
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-720-1121
 Email: Trademark@Buchalter.com
 Correspondent Name: Farah P. Bhatti
 Address Line 1: 18400 Von Karman Ave., Suite 800
 Address Line 4: Irvine, CALIFORNIA 92612

CH \$165.00 2617764

| | |
|--|-------------------|
| ATTORNEY DOCKET NUMBER: | F6384-1283 |
| NAME OF SUBMITTER: | Farah P. Bhatti |
| Signature: | /Farah P. Bhatti/ |
| Date: | 04/21/2010 |
| Total Attachments: 8 source=Informance#page1.tif source=Informance#page2.tif source=Informance#page3.tif source=Informance#page4.tif source=Informance#page5.tif source=Informance#page6.tif source=Informance#page7.tif source=Informance#page8.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Informance International, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Capital Finance, Inc.

Internal Address: _____

Address: _____

Street Address: 2450 Colorado Avenue, Suite 3000W

City: Santa Monica

State: CA

Country: USA Zip: 90404

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 23, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,617,764; 2,992,962; 2,964,774; 2,992,961; 2,774,550; 2,964,775

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Farah P. Bhatti

Internal Address: _____

Street Address: 18400 Von Karman Ave., Suite 800

Suite 800

City: Irvine

State: CA Zip: 92612

Phone Number: 949-720-1211

Fax Number: 949-720-0182

Email Address: Trademark@Buchalter.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 500977

Authorized User Name Buchalter Nemer

9. Signature:

Farah P. Bhatti
Signature

April 20, 2010
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of March, 2010, between the Grantor listed on the signature pages hereof) and WELLS FARGO CAPITAL FINANCE, INC., a California corporation, in its capacity as the arranger and administrative agent for the Lender Group and the Bank Product Provider (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

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, the members of the Lender Group have made the financial accommodations to Borrowers as provided for in the Credit Agreement and Borrowers have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated March 22, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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, 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. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of 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 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 Grantor to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving 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 and the Bank Product Provider, pursuant to the Security Agreement. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. 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 Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. 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 page follows]

IN WITNESS WHEREOF, each 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: 

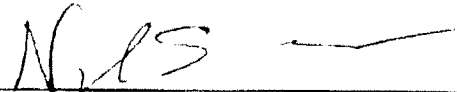
Name: Michael Kaiser

Title: President

Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, INC.,
a California corporation,
as Agent

By: 
Name: Nichol Shuart
Title: Director

Trademark Security Agreement

TRADEMARK
REEL: 004189 FRAME: 0843

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

[REDACTED]

Trademark Licenses

[REDACTED]

Schedule I

