

11-08-2002



RECORDATION FORM COVER SHEET

PATENTS ONLY

102276572

Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies):</p> <p>IBJ Whitehall Funding 2002 Trust</p> <p>10-30-02</p>	<p>2. Name and address of receiving party(ies):</p> <p>GSC Partners Gemini Fund Limited c/o GSC Partners 500 Campus Drive, Suite 220 Florham Park, New Jersey</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Assignment of Security Interest</p> <p>Execution Date(s): October 10, 2002</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p>	<p>RECEIVED OCT 18 2002 FBI/DOJ</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application No.(s):</p> <p>B. Patent No.(s): D 379,599; 5,859,369 and 5,707,560</p>	

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

**Kristen M. Walsh, Esq.
NIXON PEABODY LLP
Clinton Square
P.O. Box 31051
Rochester, New York 14603**

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41): **\$120.00**

☐ Previously paid (see original transmittal)

☒ A check in the amount of **\$120** is enclosed.

8. Deposit Account Number: 50-1804

☐ Charge total fee to account.

☒ Charge any additional fees to account.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: 10-23-02



Kristen M. Walsh, Esq.

[Total number of pages including cover sheet and document: 6]

ASSIGNMENT OF SECURITY AGREEMENT

This Assignment of Security Agreement (the "Assignment") is made as of October 10, 2002, by IBJ Whitehall Funding 2002 Trust, as sole Lender under the Credit Agreement described below (in such capacity, the "Assignor"), and GSC Partners Gemini Fund Limited (the "Assignee").

R E C I T A L S

WHEREAS, Dynojet Research, Inc. (f/k/a Dynojet Acquisition Company) (the "Company"), Dynojet Holding Company, and Assignor, as a Lender, are parties to a Credit Agreement, dated as of August 18, 2000 (as amended from time to time, the "Credit Agreement");

WHEREAS, the Company is party to a Security Agreement, dated as of August 18, 2000, in favor of Assignor (the "Security Agreement");

WHEREAS, the Security Agreement, which was recorded with the United States Patent and Trademark Office on August 29, 2000 at Reel/Frame 011072/0325 reflected that the Company is the owner of the patents listed on Schedule I attached hereto (the "Patents");

WHEREAS, the Security Agreement placed a lien in favor of Assignor on all right, title and interest of the Company, to and under all then owned or thereafter acquired patents, including the Patents and patent applications, together with the goodwill of the business symbolized by the patents held by the Company, and all proceeds thereof;

WHEREAS, pursuant to an Assignment, Assumption and Transfer Agreement, dated as of October 10, 2002 (the "Tier 1 Agency Assignment"), and further evidenced by an Assignment of Security Interest, dated as of October 10, 2002, The Industrial Bank of Japan Trust Company (as successor by merger to IBJ Whitehall Bank & Trust Company)(the "Retiring Agent") has transferred to The Industrial Bank of Japan Trust Company, as sole Lender (in such capacity, the "Sole Lender"), all right, title and interest of the Retiring Agent in, to and under the Security Agreement;

WHEREAS, pursuant to the Tier 1 Agency Assignment and a First-Tier Purchase and Sale Agreement, dated as of August 29, 2002, and further evidenced by an Assignment of Security Interest, dated as of October 10, 2002, the Sole Lender has transferred to Assignor all right, title and interest of the Sole Lender in, to and under the Security Agreement;

WHEREAS, pursuant to a second Assignment, Assumption and Transfer Agreement (the "Tier 2 Agency Assignment") and a Second-Tier Purchase and Sale Agreement, dated as of August 29, 2002, the Assignor has transferred to Assignee all right, title and interest of Assignor in, to and under the Security Agreement; and

WHEREAS, Assignor and Assignee desire to further evidence the assignment of Assignor's liens and rights in the Trademarks by recording this Assignment.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual agreements, covenants and provisions contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

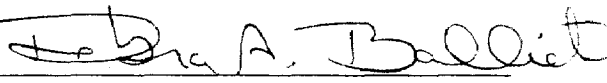
1. Assignor hereby grants, assigns and transfers to Assignee all of Assignor's liens and rights in, to and under the Security Agreement including, without limitation, the Assignor's liens and rights in the Patents.

2. This Assignment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first above written.

IBJ WHITEHALL FUNDING 2002
TRUST, as Assignor

By: Christiana Bank & Trust Company, not
in its individual capacity but solely as
Owner Trustee

By: 
Name: **DEBRA A. BALLIET**
Title: **TRUST OFFICER**

It is expressly understood and agreed by the parties hereto that (a) this agreement is executed and delivered by Christiana Bank & Trust Company, not individually or personally, but solely as owner trustee (the "Owner Trustee") of IBJ Whitehall Funding 2002 Trust (the "Trust") under the Trust Agreement, dated as of August 14, 2002, as amended and restated by the Amended and Restated Trust Agreement, dated as of August 29, 2002 (the "Trust Agreement"), between The Industrial Bank of Japan Trust Company, as depositor, and Christiana Bank & Trust Company, as Owner Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Trust is made and intended not as personal representations, undertakings and agreements by Christiana Bank & Trust Company but is made and intended for the purpose for binding only the Trust, (c) except as otherwise provided in the Trust Agreement, nothing herein contained shall be construed as creating any liability on Christiana Bank & Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, and (d) except as otherwise provided in the Trust Agreement, under no circumstances shall Christiana Bank & Trust Company be personally liable for the payment of any indebtedness or expenses of the Trust or be liable for the breach or failure of any obligation,

representation, warranty or covenant made or undertaken by the Trust under this agreement or any other document to which the Trust is a party.

GSC PARTNERS GEMINI FUND LIMITED

By: GSCP (NJ), L.P., as Collateral Monitor

By: GSCP (NJ), INC., its General Partner

By: 

Name: Thomas J Libassi

Title: Managing Director