

**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             |
|-----------------------|----------|----------------|-------------------------|
| Kinetic Systems, Inc. |          | 12/23/2004     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | Deutsche Bank Trust Company Americas |
| Street Address: | 60 Wall Street                       |
| City:           | New York                             |
| State/Country:  | NEW YORK                             |
| Postal Code:    | 10005                                |
| Entity Type:    | CORPORATION: NEW YORK                |

**PROPERTY NUMBERS Total: 7**

| Property Type        | Number  | Word Mark                             |
|----------------------|---------|---------------------------------------|
| Registration Number: | 2158214 | KINETICS                              |
| Registration Number: | 2281909 |                                       |
| Registration Number: | 2285861 |                                       |
| Registration Number: | 2160105 |                                       |
| Registration Number: | 2278282 |                                       |
| Registration Number: | 2168804 | X-50                                  |
| Registration Number: | 2854511 | SYSTEM SOLUTIONS FOR A CHANGING WORLD |

**CORRESPONDENCE DATA**

Fax Number: (213)430-6407  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213 430-8305  
 Email: fgorowitz@omm.com  
 Correspondent Name: Francie R. Gorowitz  
 Address Line 1: 410 Exchange  
 Address Line 2: 15th Floor

CH \$190.00 2158214

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: Francie R. Gorowitz

Signature: /Francie R. Gorowitz/

Date: 01/04/2005

**Total Attachments: 4**

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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, KINETIC SYSTEMS, INC.**, a California corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Second Amended and Restated Credit Agreement dated as of December 23, 2004 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Deutsche Bank Trust Company Americas (f/k/a Bankers Trust Company), as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of August 30, 2000 and the First Amendment to Security Agreement dated as of December 23, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all trademarks (including service marks), logos, Federal and state trademark registrations and applications made by such Grantor, common law trademarks and trade names owned by or assigned to such Grantor and all registrations and applications for the foregoing (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof (collectively, the “**Trademarks**”);

(ii) all license and distribution agreements and covenants not to sue with any other party with respect to any Trademark, whether such Grantor is a licensor or

licensee, distributor or distribute under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) any other rights to use, exploit or practice any or all of the Trademarks (collectively, the "Licenses");

(iii) all goodwill connected with the use of and symbolized by any of the Trademarks in which such Grantor has any interest (the "Goodwill");

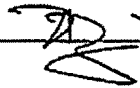
(iv) all "proceeds," as such term is defined in the UCC or under other relevant law, and in any event shall include, without limitation, any and all (i) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty, guaranty or claim payable to the Secured Party or to Grantor from time to time with respect to any of the Trademarks including, without limitation, proceeds in respect of any and all Insurance Policies, (ii) payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Trademarks by any Governmental Authority (or any Person acting on behalf of a Governmental Authority), (iii) products of the Collateral and (iv) other amounts from time to time paid or payable under or in connection with any of the Trademarks (the "Proceeds").

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademarks 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 2 day of December, 2004.

KINETICS SYSTEMS, INC.

By:  \_\_\_\_\_

Name: KURT GILSON  
Title: PRESIDENT

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

| Kinetics Systems, Inc.                   |         |            |             |                  |                   |        |
|--|---------|------------|-------------|------------------|-------------------|--------|
| Trademark                                | Country | Filing No. | Filing Date | Registration No. | Registration Date | Status |
| KINETICS                                 | France  | 96/657.734 | 12/31/1996  |                  | 6/13/1997         | Active |
| KINETICS                                 | U.S.A   | 75166046   | 9/11/1996   | 2158214          | 5/19/1998         | Active |
| MISCELLANEOUS DESIGN<br>(Chemical Icon)  | U.S.A   | 75,176,410 | 10/3/1996   | 2281909          | 9/28/1999         | Active |
| MISCELLANEOUS DESIGN<br>(Ring Design)    | China   |            |             |                  | 10/07/98          | Active |
| MISCELLANEOUS DESIGN<br>(Gas Icon)       | U.S.A   | 75,176,414 | 10/3/1996   | 2285861          | 10/12/1999        | Active |
| MISCELLANEOUS DESIGN<br>(Ring Design)    | U.S.A   | 75,206,750 | 12/2/1996   | 2160105          | 5/26/1998         | Active |
| MISCELLANEOUS DESIGN<br>(Water Icon)     | U.S.A   | 75,176,413 | 10/3/1996   | 2278282          | 9/14/1999         | Active |
| X-50                                     | U.S.A   | 75,034,069 | 12/18/1995  | 2168804          | 6/30/1998         | Active |
| SYSTEM SOLUTIONS FOR A<br>CHANGING WORLD | USA     | 76403553   | 5/3/2002    | 2854511          | 6/15/2004         | Active |

Kinetics Mechanical Services,  
Inc. – Trademark License  
Agreement