

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
Atlas Material Testing Technology L.L.C.		10/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	164518	FADE-OMETER
Registration Number:	260573	WEATHER-OMETER
Registration Number:	998208	AQUANIZER
Registration Number:	1060500	EMMAQUA
Registration Number:	1328243	EMMACAL
Registration Number:	1368301	WE TEST EVERYTHING UNDER THE SUN
Registration Number:	2158952	IP/DP BOX
Registration Number:	2269471	EMMACAL II
Registration Number:	2443026	VIEEW
Registration Number:	2608431	3000
Registration Number:	2800061	ATLAS
Registration Number:	2822915	FADE-OMETER
Registration Number:	2839843	WEATHER-OMETER
Registration Number:	2860271	SUNSPOTS

CH \$540.00 164518

Registration Number:	2892745	NETWORK OF WEATHERING
Registration Number:	1432531	SUN 10
Serial Number:	73060621	EMMA
Registration Number:	2708886	
Serial Number:	78292788	RIGHT LIGHT
Serial Number:	78536510	SUNSENSIV
Serial Number:	78730897	STORE LIGHT

CORRESPONDENCE DATA

Fax Number: (312)577-8756
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8348
Email: cheryle.stone@kattenlaw.com
Correspondent Name: Cheryle Stone c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00273
NAME OF SUBMITTER:	Cheryle A. Stone
Signature:	/Cheryle A. Stone/
Date:	10/24/2007

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 19, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the European Borrowers (as defined therein), US Borrower (as defined therein, and, together with the European Borrowers, collectively, the "Borrowers"), the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as US Lender, European Lender, the US L/C Issuer, the Swingline Lender and as US Agent and the European Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the US Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this [Copyright] [Patent] [Trademark] Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the US Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the US Agent for the benefit of the Secured Parties, and grants to the US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

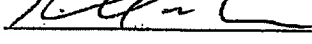
Section 7. Procedure. To the extent the terms of this Trademark Security Agreement conflict with the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

ATLAS MATERIAL TESTING
TECHNOLOGY L.L.C., a Delaware
limited liability company, as Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent

By: _____
Name: _____
Title: _____

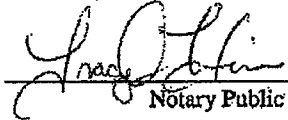
[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)
County of Cook)

ss.

On this ___ day of _____, 2007 before me personally appeared Russell W Lane, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Atlas Material Testing Technology L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Members and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

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.

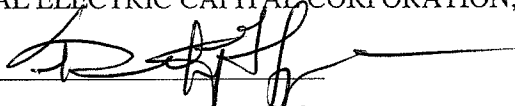
Very truly yours,

**ATLAS MATERIAL TESTING
TECHNOLOGY L.L.C.**, a Delaware
limited liability company, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent


By: 
Name: _____ Timothy G. Lyne
Title: Senior Managing Director

[SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

TRADEMARK	REG. NO.	REG. DATE	GOODS/SERVICES	NEXT ACTION
FADE-OMETER	164,518	2/20/1923	Apparatus for testing the fading quality of cloth	Renewal Due: 2/20/2013
WEATHER-OMETER (Stylized Letters) WEATHER-OMETER	260,573	8/27/1929	Apparatus for testing the effect of weather upon the surface of objects	Renewal Due: 8/27/2009
AQUANIZER	998,208	11/12/1974	Apparatus for purifying and demineralizing water by ion exchange for laboratory use	Renewal Due: 11/12/2014
EMMAQUA	1,060,500	3/1/1977	Accelerated sunshine exposure of materials testing	Renewal Due: 3/1/2017
EMMA	1,060,501	3/1/1977	Accelerated sunshine exposure of materials testing	Renewal Due: 3/1/2017
EMMACAL	1,328,243	4/2/1985	Circular slide rule type calculators	Renewal Due: 4/2/2015
WE TEST EVER YTHING UNDER THE SUN	1,368,301	10/29/1985	Sunshine exposure testing of materials	Renewal Due: 10/29/2015

TRADEMARK	REG. NO.	REG. DATE	GOODS/SERVICES	NEXT ACTION
IP/DP BOX	2,158,952	5/19/1998	Accelerated sunshine exposure of materials testing	Renewal Due: 5/19/2008
EMMACAL II	2,269,471	8/10/1999	Calculator for calculating ultraviolet exposure	Renewal Due: 8/10/2009
VIEEW	2,443,026	4/10/2001	Instruments for the analysis of surfaces, namely, optical instruments for quantitatively characterizing surface deterioration of materials	Renewal Due: 4/10/2011
3000	2,608,431	8/20/2002	Physical materials testing equipment, namely, xenon lamp exposure instruments for determination of weathering characteristics of polymers, textiles, additives, coatings, furnishings, wood and adhesives	Affidavit of Use Due: 8/20/2008 Renewal Due: 8/20/2012
Sun Logo 	2,708,886	4/22/2003	Materials testing apparatus for testing the effect of weather upon objects; materials testing	Affidavit of Use Due: 4/22/2009 Renewal Due: 4/22/2013
ATLAS	2,800,061	12/30/2003	Apparatus for testing the effect of washing upon objects; materials testing apparatus for testing the effect of washing upon objects; materials testing apparatus for testing the effect of weather upon objects; materials testing apparatus for testing the fading quality of cloth; materials testing services	Affidavit of Use Due: 12/30/2009 Renewal Due: 12/30/2013

TRADEMARK	REG. NO.	REG. DATE	GOODS/SERVICES	NEXT ACTION
FADE-OMETER	2,822,915	3/16/2004	Apparatus for testing the fading quality of cloth	Affidavit of Use Due: 3/16/2010 Renewal Due: 3/16/2014
WEATHER-OMETER	2,839,843	5/11/2004	Apparatus for testing the effect of weather upon the surface of objects	Affidavit of Use Due: 5/11/2010 Renewal Due: 5/11/2014
SUNSPOTS	2,860,271	7/6/2004	Newsletters in the field of weathering testing	Affidavit of Use Due: 7/6/2010 Renewal Due: 7/6/2014
NETWORK OF WEATHERING	2,892,745	10/12/2004	Education services, namely, classes, seminars and workshops relating to testing the effects of weather upon objects; consulting services relating to testing the effects of weather upon objects	Affidavit of Use Due: 10/12/2010 Renewal Due: 10/12/2014
TRADEMARKSC AN	1,432,531	03/10/1987	Int. Cl. 42 Testing the Aging Qualities of Materials Exposed to Sunlight	

U.S. Pending Trademark Applications

TRADEMARK	SER. NO.	FILED	GOODS/SERVICES
RIGHT LIGHT	78/292,788	8/27/2003	Filters for weather testing apparatus
SUNSENSIV	78/536,510	12/21/2004	Sensors for use in apparatus for testing the effects of weather upon materials
STORE LIGHT	78/730,897	10/11/2005	Filters for machines that test weather resistance

U.S. State Trademark Registrations

TRADEMARK	REG. NO.	REG. DATE	GOODS/SERVICES	NEXT ACTION
3000	1136368 Ohio	2/15/2000	Physical materials testing equipment, namely Xenon lamp exposure instruments	Renewal Due: 2/15/2010