

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Celerity, Inc.		04/15/2008	CORPORATION:
Celerity Holding Company, Inc.		04/15/2008	CORPORATION:
Celerity Systems, Inc.		04/15/2008	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	The Bank Of New York
<b>Street Address:</b>	101 Barclay Street
<b>Internal Address:</b>	Attn: Global Trust Services
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10286
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	73505479	ADAPTORR
Serial Number:	78113613	CELERITY
Serial Number:	78152505	CELERITY
Serial Number:	78437497	INFLO
Serial Number:	75620597	INTELLIFLOW
Serial Number:	74667970	INTELLIGENT GAS PANEL
Serial Number:	78340651	MAGNIFLO
Serial Number:	74477279	MEGA
Serial Number:	78124935	MEGAFLOW
Serial Number:	78152498	MEGASHOT
Serial Number:	75533206	MULTIFLO
Serial Number:	75896122	SOLIDSENSE

OP \$415.00 73505479

Serial Number:	78278495	STEP
Serial Number:	72463219	TYLAN
Serial Number:	77273144	UNIT
Serial Number:	78119743	XACTORR

**CORRESPONDENCE DATA**

Fax Number: (212)225-3999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212.225.2275  
Email: flim@cgsh.com  
Correspondent Name: Francesca Lim  
Address Line 1: One Liberty Plaza  
Address Line 2: Cleary Gottlieb Steen & Hamilton LLP  
Address Line 4: New York, NEW YORK 10006

ATTORNEY DOCKET NUMBER:	31329-000
NAME OF SUBMITTER:	Francesca Lim
Signature:	/Francesca Lim/
Date:	04/16/2008

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT made as of this 15<sup>th</sup> day of April, 2008 (the "Agreement").

By and among:

The Company (as defined herein),  
Holdings (as defined herein),  
The Guarantors (as defined herein)  
-and-  
Collateral Agent (as defined herein)

WHEREAS, in accordance with the **SECURITY AGREEMENT** dated as of April 15, 2008 (the "Security Agreement"), by and among Celerity, Inc., a Delaware corporation (the "Company"), Celerity Holding Company, Inc., a Delaware corporation ("Holdings"), Celerity Systems, Inc., a Delaware corporation ("Celerity Systems"), the Domestic Subsidiaries of Holdings formed after the date hereof who become subsidiary guarantors (each a "Guarantor", and together with the Company and Celerity Systems, the "Guarantors" and, the Guarantors together with Holdings, the "Obligors"), and The Bank of New York, a New York banking corporation, as administrative agent and collateral agent under the Note Purchase Agreement (together with its successors in such capacity, the "Collateral Agent"), the Obligors have agreed to grant to the Collateral Agent a continuing security interest in, among other things, the Trademarks (as defined herein).

NOW THEREFORE, in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

1. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Security Agreement. As used herein, the following terms shall have the following meanings:

"**Trademarks**" means all of the registered trademarks and pending trademark applications listed on Schedule I.

2. Each Obligor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, a security interest in all of such Obligor's right, title and interest in and to all of the Trademarks.

3. This Agreement is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the receipt of written notification from the Required Holders of the termination of the Security Agreement or release of an Obligor's obligations thereunder, the Collateral Agent shall, upon such satisfaction, execute, acknowledge, and deliver to the Obligors or an Obligor, as the case may be, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement. Additionally, upon such satisfaction, the Collateral Agent shall reasonably cooperate with any efforts made by an Obligor to make of record or

otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the subject collateral.

4. The security interest in this Agreement has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent under the Security Agreement. The Security Agreement (and all the rights, remedies, benefits, protections and immunities of the Collateral Agent) shall remain in full force and effect in accordance with its terms. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.


5. This Agreement may be executed in any number of 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 instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CELERITY, INC.,  
as Company and as a Guarantor

By: \_\_\_\_\_  
Name: David J. Shimmon  
Title: Chief Executive Officer and President

CELERITY HOLDING COMPANY, INC.,  
as Holdings and as an Obligor

By:  \_\_\_\_\_  
Name: Clive D. Bode  
Title: Vice President and Secretary

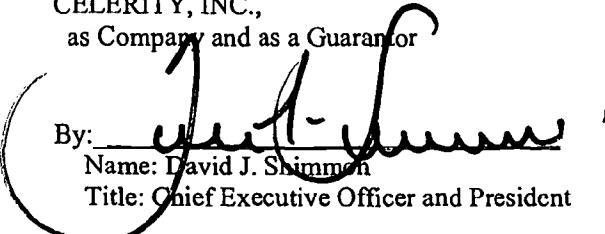
SUBSIDIARY GUARANTOR

CELERITY SYSTEMS, INC., as a Subsidiary  
Guarantor

By: \_\_\_\_\_  
Name: David J. Shimmon  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CELERTY, INC.,  
as Company and as a Guarantor

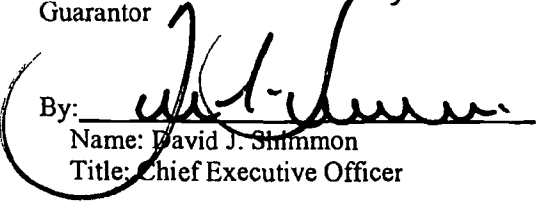
By:   
Name: David J. Shimmmon  
Title: Chief Executive Officer and President

CELERTY HOLDING COMPANY, INC.,  
as Holdings and as an Obligor

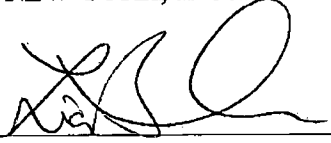
By: \_\_\_\_\_  
Name: Clive D. Bode  
Title: Vice President and Secretary

SUBSIDIARY GUARANTOR

CELERTY SYSTEMS, INC., as a Subsidiary  
Guarantor

By:   
Name: David J. Shimmmon  
Title: Chief Executive Officer

THE BANK OF NEW YORK, as Collateral Agent

By: 

Name:

Title:

LICI ZHU

**ASSISTANT VICE PRESIDENT**

SCHEDULE I

## U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Record Owner	Actual Owner (if different from record owner)	US Trademark	File #	Application#	Filing Date	Registration No	Registration Date
Celerity, Inc.		ADAPTORR	C2044-2008	73/505479	25-Oct-84	1355096	20-Aug-85
Celerity, Inc		CELERITY	C1138-2001	78/113613	08-Mar-02	2900573	02-Nov-04
Celerity, Inc		CELERITY AND DESIGN	C1138-2000	78/152505	08-Aug-02	2913805	21-Dec-04
Celerity, Inc		INFLO	C1138-2004	78/437497	18-Jun-04	3160041	17-Oct-06
Celerity, Inc.		INTELLIFLOW	C2044-2001	75/620597	13-Jan-99	2400856	31-Oct-00
Celerity, Inc.		INTELLIGENT GAS PANEL	C2044-2009	74/667970	01-May-95	2968815	12-Jul-05
Celerity, Inc.		MAGNIFLO	K0476-2004	78/340651	15-Dec-03	3059484	14-Feb-06
Celerity, Inc.		MEGA	K0476-2000	74/477279	10-Jan-94	1930638	31-Oct-95
Kinetics Chempure Systems, Inc.	Celerity, Inc.	MEGAFLOW	K0476-2006	78124935	29-Apr-02	2784199	18-Nov-03
Celerity, Inc.		MEGASHOT	K0476-2003	78/152498	08-Aug-02	3098744	30-May-06
Celerity, Inc.		MULTIFLO	U0128-2002	75/533206	10-Aug-98	2381936	29-Aug-00
Celerity, Inc.		SOLIDSENSE	C2044-2011	75/896122	13-Jan-00	2410756	05-Dec-00
Celerity, Inc.		STEP	C1138-2002	78/278495	24-Jul-03	2912921	21-Dec-04
Celerity, Inc.		TYLAN AND DESIGN	C2044-2000	72/463219	18-Jul-73	1003925	04-Feb-75
Celerity, Inc.		UNIT	C1138-2007	77/273144	06-Sep-07		
Celerity, Inc.		XACTORR	C2044-2010	78/119743	05-Apr-02	2735700	08-Jul-03

Schedule I to the Trademark Security Agreement