

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utex Corporation		06/18/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	CIT Business Credit Canada Inc.		
Street Address:	207 Queens Quay West		
Internal Address:	Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1A7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2813345	U&I	
Registration Number:	1292373	UTEX	
Serial Number:	78969181	ANTONIO TREVISO	
Serial Number:	78826329	PARK ROW	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8051		
Email:	kgibson@stradley.com		
Correspondent Name:	Christopher Rosenbleeth, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
ATTORNEY DOCKET NUMBER:	183961-0002		

CH \$115.00 2813345

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Christopher Rosenbleeth
Signature:	/cr/
Date:	07/02/2008

Total Attachments: 3
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Security Agreement

Trademarks

WHEREAS, Utex Corporation, a corporation formed under the laws of Canada (herein referred to as "**Grantor**"), has adopted, used and is using the trademarks and service marks listed in **Schedule A** attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in **Schedule B** attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Grantor is obligated to CIT BUSINESS CREDIT CANADA INC. (herein referred to as "**Agent**"), as agent and for itself and other Lenders, and has entered into a Deed of Hypothec and Issue of Bonds dated as of the date hereof (the "**Deed of Hypothec**") among Grantor, American Utex International Limited and Agent, for the benefit of itself and the other Lenders;

WHEREAS, pursuant to the Deed of Hypothec, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, and mortgage on, *inter alia*, all right, title and interest of Grantor in and to the Trademarks, together with other Intellectual Property Rights, and the proceeds of the foregoing, all as more fully described in the Deed of Hypothec (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Deed of Hypothec, and is intended to supplement the Deed of Hypothec and evidence and perfect Agent's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Agent, for the benefit of the Lenders, a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Deed of Hypothec.

Agent's address is 207 Queens Quay West, Suite 700, Toronto, Ontario M5J 1A7.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the 18 day of June, 2008.

UTEX CORPORATION

By: _____

Name: David Gurbang

Title: President

B # 800206 v.1

TRADEMARK
REEL: 003808 FRAME: 0133

SCHEDULE A

U.S. Registered Trademarks

<u>Name</u>	<u>App No.</u>	<u>Reg. Number</u>
U&I	76042629	2813345
UTEX	73392089	1292373

U.S. Pending Applications

<u>Name</u>	<u>App No.</u>
ANTONIO TREVISO	78969181
PARK ROW	78826329

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.