

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Assignee's (Collateral Agent's) Security Interest in the Trademarks Originally Recorded Against on 12/13/05 at Reel/Frame: 003209/0263 (and Listed on Attached Annex I) |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------|
| Goldman Sachs Credit Partners L.P., as Collateral Agent | | 09/25/2008 | LIMITED PARTNERSHIP: |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wilmington Trust FSB, as Collateral Agent |
| Street Address: | 8400 Normandale Lake Blvd., Suite 925 |
| City: | Bloomington |
| State/Country: | MINNESOTA |
| Postal Code: | 55437 |
| Entity Type: | Unknown: |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|----------|-------------|
| Registration Number: | 2912991 | INTERMET |
| Serial Number: | 78293883 | INTERMET |
| Serial Number: | 78289474 | PC PC |
| Serial Number: | 78289462 | BLUE |
| Serial Number: | 78180057 | BLUE SAND |
| Serial Number: | 78108046 | SPA X-PRESS |

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gdurham@omm.com
 Correspondent Name: Gina M. Durham, Esq.
 Address Line 1: 400 South Hope Street
 Address Line 2: O'Melveny & Myers LLP

CH \$165.00 2912991

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: CM# 937,369-001

NAME OF SUBMITTER: Gina M. Durham

Signature: /Gina M. Durham/

Date: 09/26/2008

Total Attachments: 6
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ASSIGNMENT OF PATENTS AND TRADEMARKS

THIS ASSIGNMENT OF PATENTS AND TRADEMARKS (this "Assignment") is made as of September 25, 2008 by GOLDMAN SACHS CREDIT PARTNERS L.P. ("Goldman"), as former collateral agent under the Credit Agreement (as defined below), in favor of WILMINGTON TRUST FSB ("Wilmington"), as successor collateral agent for the Lenders now or hereafter party to the Credit Agreement. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Pledge and Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain First Lien Tem Loan, Letter of Credit and Guarantee Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of November 9, 2005, by and among, Internet Corporation (the "Company"), the lenders from time to time party thereto ("Lenders") and Goldman, as Lead Arranger, Syndication Agent, Administrative Agent and Collateral Agent ("Collateral Agent"), the Lenders agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Company entered into that certain Pledge and Security Agreement (First Lien Term Loan, Letter of Credit and Guarantee Agreement), dated as of November 9, 2005 (as amended, restated, supplemented or otherwise modified from time to time) (the "Pledge and Security Agreement"), among the Company, the subsidiaries of the company party thereto, and the Collateral Agent;

WHEREAS, pursuant to the Pledge and Security Agreement, the Company (as "Grantor") entered into that certain Patent and Trademark Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of November 9, 2005, pursuant to which Grantor granted to Goldman, as collateral agent for the benefit of the Secured Parties, a security interest in (a) the trademarks, trademark registrations and pending trademark registration applications of Grantor set forth on Annex I hereto (the "Trademarks"), and (b) the patents, patent registrations and pending patent registration applications of Grantor set forth on Annex II hereto (the "Patents", together with the Trademarks the "IP Collateral");

WHEREAS, pursuant to Section 9.7 of the Credit Agreement and Section 8 of the Pledge and Security Agreement, Goldman was removed as Collateral Agent and Wilmington was appointed;

WHEREAS, Wilmington, as the successor Collateral Agent, is vested with all of the rights, powers, privileges and duties held by Goldman in its capacity as former Collateral Agent, and Goldman shall promptly (a) transfer to Wilmington all sums, securities and other items of Collateral held under the Pledge and Security Agreement, together with all records and other documents necessary or appropriate in connection with the performance of the duties of

Wilmington under the Pledge and Security Agreement, and (b) execute and deliver to Wilmington or otherwise authorize the filing of such amendments to financing statements, and take other such action, as may be necessary or appropriate in connection with the assignment to Wilmington of the security interests created under the Pledge and Security Agreement;

WHEREAS, Wilmington, as the successor Collateral Agent for the benefit of the Secured Parties, desires that Goldman, as the removed Collateral Agent, assign any and all of its interest in the Trademarks and Patents and the registrations thereof and applications therefor, as applicable, which have heretofore been acquired from Grantor pursuant to the IP Security Agreement; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Goldman as the removed Collateral Agent, does hereby assign, sell and transfer unto Wilmington, as successor Collateral Agent, all right, title and interest in and to the Trademarks and Patents of the Company held by Goldman in its capacity as former Collateral Agent, together with (i) the registrations of and applications therefor, as applicable, (ii) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Goldman in its capacity as former Collateral Agent accruing thereunder or pertaining thereto, (iii) the goodwill of the business symbolized by and associated with the Trademarks and the registrations thereof, and (iv) any right of Goldman in its capacity as former Collateral Agent to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, Patents or the registrations thereof or such associated goodwill.

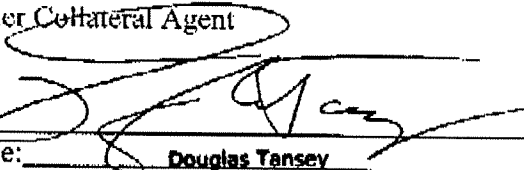
This Assignment is intended to and shall take effect as a sealed instrument at such time as Goldman, as the removed Collateral Agent, shall complete this instrument by signing its acceptance of this Assignment below.

This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of page left intentionally blank]

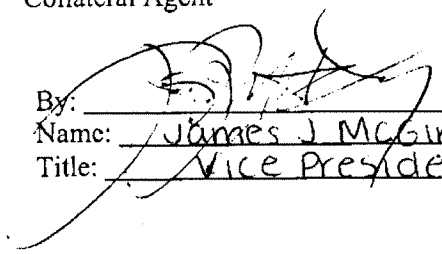
IN WITNESS WHEREOF, the parties have duly executed this Assignment of Patents and Trademarks on the day and year first written above.

GOLDMAN SACHS CREDIT PARTNERS L.P., as the former Collateral Agent

By: 
Name: Douglas Tansey
Title: Authorized Signatory

The foregoing Assignment of the Patents and Trademarks and the registrations thereof and registration applications therefor of Grantor is hereby accepted as of the 25th day of September, 2008.

WILMINGTON TRUST FSB, as successor
Collateral Agent

By: 
Name: James J. McGinley
Title: Vice President

ANNEX I

Registered Trademark
United States Patent and Trademark Office

| | <u>Owner</u> | <u>Title</u> | <u>Registration Number</u> | <u>Issue Date</u> |
|----|----------------------|--------------|----------------------------|-------------------|
| 1. | Internet Corporation | Internet | 2912991 | 12/21/04 |

Pending Trademark Applications
United States Patent and Trademark Office

| | <u>Applicant</u> | <u>Title</u> | <u>Application Number</u> | <u>File Date</u> |
|----|----------------------|---------------|---------------------------|------------------|
| 1. | Internet Corporation | INTERMET | 78/293,883 | 08/29/03 |
| 2. | Internet Corporation | PC & Design | 78/289,474 | 08/19/03 |
| 3. | Internet Corporation | BLUE & Design | 78/289,462 | 08/19/03 |
| 4. | Internet Corporation | BLUE SAND | 78/180,057 | 10/30/02 |
| 5. | Internet Corporation | PCPC | 78/180,046 | 10/30/02 |

ANNEX II

Registered Patents
United States Patent and Trademark Office

| | <u>Owner</u> | <u>Title</u> | <u>Registration Number</u> | <u>Issue Date</u> |
|----|----------------------|---|--------------------------------|-----------------------|
| 1. | Internet Corporation | MACHINABLE AUSTEMPERED CAST IRON ARTICLE HAVING IMPROVED MACHINABILITY, FATIGUE PERFORMANCE, AND RESISTANCE TO ENVIRONMENTAL CRACKING AND A METHOD OF MAKING THE SAME | 10/655,237 | 09/04/03 |