Form PTO-1594 (Rev. 01-09) OMB Collection 0651-0027 (exp. 02/26/2009)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Office			
RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): OBSIDIAN, LLC, US citizenship , Deleward SPECIAL VALUE ABSOLUTE RETURN FUND, LLC, US citizenship , Deleward SPECIAL VALUE CONTINUATION PARTNERS, LP, US citizenship , Deleward SPECIAL VALUE CONTINUATION PARTNERS, LP, US citizenship , Deleward SPECIAL VALUE CONTINUATION PARTNERS, LP, US citizenship , Deleward SPECIAL VALUE CONTINUATION PARTNERS, LP, US citizenship , Deleward Individual(s)	2. Name and address of receiving party(les) Additional names, addresses, or citizenship attached? No Definitional names, addresses, or citizenship attached? Internal Address: SUITE 101 Street Address: 2645 ZANKER ROAD City: SAN JOSE State: CALIFORNIA Country: USA Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship X Other INC Gitzenship If assignee is not domicifed in the United States, a domestic representative designation is attached: Yes Yes Yes Yes Yes			
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	B. Trademark Registration No.(s)			
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):			
5. Name & address of party to whom correspondence concerning document should be malled: Name: DARREN W. COLLINS	6. Total number of applications and registrations involved:			
Internal Address: <u>SONNENSCHEIN NATH & ROSENTHAL LLP</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Street Address: P.O. BOX 061080, WACKER DRIVE STATION SEARS TOWER	Authorized to be charged to deposit account Enclosed			
City: CHICAGO	8. Payment information:			
State: ILINOIS Zip: 60606				
Phone Number: 214-259-0900				
Fax Number: _214-259-0910	Deposit Account Number 193140			
Email Address: patents@sonnenschein.com	Authorized User Name DARREN W. COLLINS			
9. Signature:	07/09/2009			
Signature	Date			
DARREN W. COLLINS	Total number of pages including cover sheet, attachments, and document:			
Name of Person Signing Documents to be recorded (including cover sheet)	· · · · · · · · · · · · · · · · · · ·			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malied to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TO:DARREN W. COLLINS COMPANY:SONNENSCHEIN NATH & ROSENTHAL LLP

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RECORDATION FORM COVER SHEET (PAGE 2)

TRADEMARKS ONLY

Name of conveying party(ies)

NEW YORK LIFE INVESTMENT MANAGEMENT MEZZANINE PARTNERS, LP Limited Partnership

Citizenship: United States , Detework

NYLIM MEZZANINE PARTNERS PARALLEL FUND, LP

Limited Partnership

Citizenship: United States, Delewore UNITED INSURANCE COMPANY OF AMERICA

Company Citizenship: United States Delewore

TRINITY UNIVERSAL INSURANCE COMPANY

Company

Citizenship: United States , Delework

2. Name and address of receiving party(ies)

CELERITY HOLDING COMPANY, INC. 2645 ZANKER ROAD, SUITE 101 SAN JOSE, CALIFORNIA, USA 95134 Incorporation

Citizenship: United States Deleware

CELERITY SYSTEMS, INC. 2645 ZANKER ROAD, SUITE 101 SAN JOSE, CALIFORNIA, USA 95134

Incorporation

Citizenship: United States Deleware

PAGE 4/22 * RCVD AT 7/16/2009 5:32:14 AM [Central Daylight Time] * SVR:CHI2KRF01/22 * DNIS:4787 * CSID:USPTO * DURATION (mm-ss):05-20

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1003925	TYLAN
1355096	ADAPTORR
1930638	MEGA
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2410756	SOLIDSENSE
2784199	MEGAFLOW
2900573	CELERITY
2912921	STEP
2913805	CELERITY
2968815	INTELLIGENT GAS PANEL
3059484	MAGNIFLO
3098744	MEGASHOT
3160041	INFLO
3526463	UNIT
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June 12, 2009

VIA FACSIMILE AND OVERNIGHT COURIER

Celerity, Inc. 2645 Zanker Road, Suite 101 San Jose, California 95134

Re: Sale of Instrumentation Division

Ladies and Gentlemen:

Reference is hereby made to that Second Amended and Restated Note Exchange Agreement (as it may have been amended or otherwise modified to the date hereof, the "NEA"), dated as of November 24, 2008, by and among Celerity, Inc., Celerity Holding Company, Inc., the other Guarantors party thereto from time to time, Special Value Absolute Return Fund, LLC, a Delaware limited liability company, Special Value Continuation Partners, LP, a Delaware limited partnership, SPCP Group, L.L.C., a Delaware limited liability company, New York Life Investment Management Mezzanine Partners, LP, a Delaware limited partnership, NYLIM Mezzanine Partners Parallel Fund, LP, a Delaware limited partnership, United Insurance Company of America, an Illinois corporation and Trinity Universal Insurance Company, a Texas corporation (each of Special Value Absolute Fund, LLC, Special Value Continuation Partners, LP, SPCP Group, L.L.C., New York Life Investment Management Mezzanine Partners, LP, NYLIM Mezzanine Partners Parallel Fund, LP, United Insurance Company of America and Trinity Universal Insurance Company a "Noteholder" and collectively, including their successors, assigns and transferees, the "Noteholders") and Obsidian, LLC, as agent for the Noteholders (the "Agent"). All capitalized terms used in this letter agreement without definition shall have the meanings assigned to such terms in the NEA.

Issuer has informed the Agent that Issuer intends to sell to BI Products LLC, a Delaware limited liability company ("BIP"), and Brooks Instrument LLC, a Delaware limited liability company ("Brooks" and, together with BIP, the "Buyer"), all of the assets of the Issuer's instrumentation division (the "Business"), including all right, title and interest of Issuer and its Subsidiaries in and to the assets of the Business, all upon the terms and subject to the conditions set forth in (i) an Asset Purchase Agreement between Issuer and BIP (including the exhibits and schedules thereto), and (ii) an Intellectual Property Purchase Agreement between Issuer and Brooks (including the exhibits and schedules thereto), copies of which is attached hereto as Exhibit A (collectively, the "Acquisition Agreement"). The terms of Section 9.02 of the NEA prohibit the sale of the Business and related assets and properties. Therefore, Issuer has requested that the Agent and the Noteholders waive such limitation in Section 9.02 and consent to Issuer's entering into and performing the terms and provisions of the Acquisition Agreement, which includes Issuer's sale of the Business and related assets and properties to Buyer.

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Accordingly, the Agent and each of the undersigned Noteholders hereby consent to Issuer's entering into and performing the terms and provisions of the Acquisition Agreement (with such modifications to such Acquisition Agreement as the board of directors of the Company may approve so long as such modifications would not have or result in a material adverse effect on the Company or the Noteholders), which includes, without limitation, Issuer's sale of the Business and related assets and properties to the Buyer. In connection therewith, the Agent and each of the undersigned Noteholders waives the limitation of Section 9.02 and all other relevant provisions under the NEA. Furthermore, the Agent and each of the undersigned Noteholders, acknowledges and agrees that to the extent any of Business, related assets or properties sold to the Buyer constitutes Collateral or Pledged Collateral under the NEA or Security Agreement, such Collateral and Pledged Collateral shall be sold or otherwise disposed of to the Buyer free and clear of the Liens created by the Security Documents, and the Agent shall be authorized to take any actions reasonably requested by the Issuer and deemed appropriate by the Agent in order to effect the foregoing. Without limitation and in furtherance thereof, each of the undersigned hereby waives the provisions of Section 8.13 (regarding proceeds of collateral being subject to a lockbox arrangement) of the NEA.

Lastly, pursuant to Section 8(c) of the Amended and Restated Intercreditor Agreement, dated as of April 15, 2008 (as amended), Obsidian, LLC, as both the Senior Lien Noteholder Agent and the Noteholder Collateral Agent, agrees that the Bank Collateral Agent can receive the proceeds from the sale of the Acquired Assets (as such term is defined in the Asset Purchase Agreement).

[Remainder of page intentionally left blank.]

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very truty yours,
OBSIDIAN, LLC, as Agent
By: Tennenbaum Capital Partners, LLC
Its: Managing Member
Ву:
Name:
Title:
Noteholders:
SPECIAL VALUE ABSOLUTE RETURN FUND,
LLC, as a Noteholder
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager
By:
Name:
Title:
1140,
SPECIAL VALUE CONTINUATION PARTNERS,
LP, as a Noteholder By: Tennenbaum Capital Partners, LLC
Its: Investment Manager
Ву:
Name:
Title:
Title.
SPCP GROUP, L.L.C., as a Noteholder
7524
By:
Name: Richard Potrilli
Title: Authorized Cimpton

Authorized Signatory

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Acknowledged and accepted:

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Celerity, Inc., a Delaware corporation

By:

Name: Tim Harris

Title: Chief Executive Officer

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Acknowledged and accepted:	;		•
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a Delaware corporation	•		
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Ву:	•		. •
Name: Tira Harris			
Title: Chief Executive Office	L		

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	YORK LIFE INVESTMENT MANAGEMENT
	ZANINE PARTNERS, LP, as a Noteholder
•	NYLIM Mezzanine GenPar LP
Its:	General Partner
	NYLIM Mezzanine GenPar GP, LLC
Its:	General Partner
Ву: _	
Name)
Title:	
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	NYLIM Mezzanine GenPar LP
Its:	General Partner
By:	NYLIM Mezzanine GenPar GP, LLC
Its:	NYLIM Mezzanine GenPar GP, LLC General Partner
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Name	3.
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	TED INSURANCE COMPANY OF AMERICA, as
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a Not	cholder
Ву: _	
Name	
Title:	

Acknowledged and accepted:

Celerity, Inc., a Delaware ediporation

By: Tim Harris

Title: Chief Executive Officer

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