

USPTO 11/16/2009 7:11:09 PM PAGE 3/010 Fax Server
 TO: LATHAM & WATKINS, C/O JULIE DALKE COMPANY: 650 TOWN CENTER DR, 20TH FLOOR

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/10/2009
 900147338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interests at Reel/Frame: [REDACTED] 3615/0102		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bear Stearns Corporate Lending, Inc.		11/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 PARK AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	national banking association: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
[REDACTED]	[REDACTED]	[REDACTED]	
Registration Number:	2800824	HR	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins, c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	045494-0018		
NAME OF SUBMITTER:	Adam Kummine		
Signature:	/Adam Kummine/		

OP \$65.00 2230388

TRADEMARK
REEL: 004100 FRAME: 0896

USPTO

11/16/2009 7:11:09 PM PAGE 4/010 Fax Server

TO:LATHAM & WATKINS, C/O JULIE DALKE COMPANY:650 TOWN CENTER DR, 20TH FLOOR

Date:

11/10/2009

Total Attachments: 6

source=Assignment- trademarks#page1.tif
source=Assignment- trademarks#page2.tif
source=Assignment- trademarks#page3.tif
source=Assignment- trademarks#page4.tif
source=Assignment- trademarks#page5.tif
source=Assignment- trademarks#page6.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

Reference is made to (i) the Second Lien Intellectual Property Security Agreement, dated as of July 25, 2007, (the "Acutex Security Agreement") entered into by Acutex, Inc. and Bear Stearns Corporate Lending Inc., as the Collateral Agent (the "Existing Agent"), and (ii) the Second Lien Intellectual Property Security Agreement, dated as of July 25, 2007, (the "Hydraulik Security Agreement") entered into by Hydraulik-Ring GmbH and the Existing Agent. The Acutex Security Agreement and the Hydraulik Security Agreement shall individually and collectively be referred to as the "IP Security Agreements." Acutex, Inc. and Hydraulik-Ring GmbH shall individually and collectively be referred to as the "Grantors." Unless otherwise defined herein, terms defined in the IP Security Agreements and used herein shall have the meanings given to them in IP Security Agreements.

WHEREAS, pursuant to the Acutex Security Agreement recorded with the U.S. Patent and Trademark Office on September 7, 2007 at Reel/Frame No. 3617/0472, the Grantors granted the Collateral Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule A, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing; and

WHEREAS, pursuant to the Hydraulik Security Agreement recorded with the U.S. Patent and Trademark Office on September 5, 2007 at Reel/Frame No. 3615/0102, the Grantors granted the Collateral Agent a security interest in and to all of its right, title and interest in and to the Trademarks listed on Schedule B, including all goodwill associated with such trademarks, and proceeds of any and all of the foregoing,

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Existing Agent and the Successor Agent hereby agree as follows:

The Existing Agent hereby irrevocably assigns to JPMorgan Chase Bank, N.A. (the "Successor Agent") without recourse, and the Successor Agent hereby assumes from the Existing Agent, the interest in and to the Existing Agent's rights and obligations under the IP Security Agreements (the "Assigned Interest"), as of the Effective Date (as defined below).

The effective date of this Assignment and Assumption Agreement shall be the date of execution by all parties (the "Effective Date"). Following the execution of this Assignment and Assumption Agreement, it will be delivered to the Successor Agent for recording by the Successor Agent pursuant to the IP Security Agreements and the Assignment with the United States Patent and Trademark Office.

From and after the Effective Date, (a) the Successor Agent shall be a party to the IP Security Agreements and the Assignment and, to the extent provided in this Assignment and Assumption Agreement, have the rights and obligations of the Collateral Agent thereunder and under the other Loan Documents and shall be bound by the provisions thereof, and (b) the Existing Agent shall, to the extent provided in this Assignment and Assumption Agreement,

relinquish its rights and be released from its obligations under the IP Security Agreements and the Assignment.

This Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A.,
as Successor Agent

By: Stephanie Parker
Name: Stephanie Parker
Title: Executive Director

Accepted:

BEAR STEARNS CORPORATE LENDING INC.,
as Resigning Agent

By: *Stephanie Parker*
Name: Stephanie Parker
Title: Executive Director

SCHEDULE A
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

ACUTEX, INC.

Schedule A - Reel/Frame: 3617/0472

TRADEMARK AND SERVICE MARK REGISTRATIONS


Trademark	Reg. No.	Reg. Date
ACUTEX	2230388	3/9/99

SCHEDULE B
to
ASSIGNMENT AND ASSUMPTION AGREEMENT

HYDRAULIK-RING GMBH

Schedule B - Reel/Frame: 3615/0102

TRADEMARK AND SERVICE MARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
	2689824	2/25/03