

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

Bear Stearns Corporate Lending, Inc.

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 11/10/2009

- Assignment
- Security Agreement
- Other Assignment of Security Interest
- Merger
- Change of Name

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: \_\_\_\_\_

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA

Zip: 10017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other national bank

Citizenship \_\_\_\_\_

Citizenship \_\_\_\_\_

Citizenship \_\_\_\_\_

Citizenship \_\_\_\_\_

Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2230388

Additional sheet(s) attached?  Yes  No

#### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ACUTEX

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Latham & Watkins, c/o Julie Dalke

Internal Address: (045494-0018)

Street Address: 650 Town Center Dr. 20th floor

City: Costa Mesa

State: CA

Zip: 92626

Phone Number: 714-540-1235

Fax Number: 714-755-8290

Email Address: jpocket@lw.com

#### 6. Total number of applications and registrations involved:

1

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$15

- Authorized to be charged to deposit account
- Enclosed

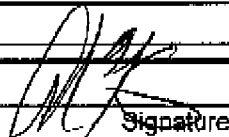
#### 8. Payment Information:

this is a re-submission, partial filing fee was already paid

Deposit Account Number 500524

Authorized User Name Adam Kummins

#### 9. Signature:



Adam Kummins

Name of Person Signing

11/18/2009

Date

Total number of pages including cover sheet, attachments, and document

11

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

TRADEMARK

USPTO

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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.111/10/2009  
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Interests at Reel/Frame 3617/0472																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Bear Stearns Corporate Lending, Inc.</td> <td></td> <td>11/10/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Bear Stearns Corporate Lending, Inc.		11/10/2009	CORPORATION: DELAWARE																
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Bear Stearns Corporate Lending, Inc.		11/10/2009	CORPORATION: DELAWARE																								
RECEIVING PARTY DATA																											
<table border="1"> <tr> <td>Name:</td> <td colspan="3">JPMorgan Chase Bank, N.A.</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">270 PARK AVENUE</td> </tr> <tr> <td>City:</td> <td colspan="3">NEW YORK</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">10017</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">national banking association: NEW YORK</td> </tr> </table>				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		
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PROPERTY NUMBERS Total: 2																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>2230388</td> <td>ACUTEX</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	2230388	ACUTEX																		
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Registration Number:	2230388	ACUTEX																									
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:	850 Town Center Dr, 20th floor																										
Address Line 4:	Costa Mesa, CALIFORNIA 92626																										
ATTORNEY DOCKET NUMBER:	045494-0018																										
NAME OF SUBMITTER:	Adam Kummlne																										
Signature:	/Adam Kummlne/																										

OP \$65.00 2230388

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REEL: 004100 FRAME: 0905

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

Date:

11/10/2009

Total Attachments: 6

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## 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**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
<b>ACUTEX</b>	<b>2230388</b>	<b>3/9/99</b>




**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