

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
HallStar Innovations Corp.		05/26/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S. LaSalle St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85287634	BIOCHEMICA	
CORRESPONDENCE DATA			
Fax Number:	(212)294-4700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-294-4661		
Email:	trademarkny@winston.com		
Correspondent Name:	Sanjana Chopra		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	1740.211		
NAME OF SUBMITTER:	Sanjana Chopra		
Signature:	/W&S/		
Date:	06/01/2011		

CH \$40.00 85287634

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of May 26, 2011, between HALLSTAR INNOVATIONS CORP., a Delaware corporation (the "Grantor") and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

This Agreement is executed pursuant to the terms of (i) the Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among HallStar International Company, a Delaware corporation, as the Borrower, the other Loan Parties party thereto, Bank of America, N.A., as Administrative Agent and the Lenders party thereto and (ii) the Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Borrower, the Grantor and the other Loan Parties party thereto in favor of the Administrative Agent, for the ratable benefit of itself and the other Lenders. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Security Agreement, to the Administrative Agent, for the ratable benefit of itself and the other Lenders, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:


- (a) all of its Patents and Patent Licenses, including, without limitation, those listed on Schedule A hereto;
- (b) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule B hereto;
- (c) all of its Copyrights and Copyright Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

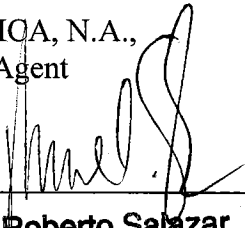
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its respective authorized officer as of the date first set forth above.

HALLSTAR INNOVATIONS CORP.
As Grantor

By: 
Name: William J. Holbrook
Title: Authorized Agent

Agreed and Accepted as of the 26th day of
May, 2011.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Roberto Salazar
Title: Vice President

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
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NONE

III. PATENT LICENSES

NONE

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
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NONE

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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BIOCHEMICA	85287634	April 6, 2011
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III. TRADEMARK LICENSES

NONE

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Registration No.</u>	<u>Date</u>
	NONE	

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
	NONE	

III. COPYRIGHT LICENSES

NONE

HallStar Innovations Schedules to IP Security Agreement