

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/29/2009)

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.

<p>1. Name of conveying party(ies): OBSIDIAN, LLC, US citizenship, Delaware SPECIAL VALUE ABSOLUTE RETURN FUND, LLC, US citizenship, Delaware SPECIAL VALUE CONTINUATION PARTNERS, LP, US citizenship, Delaware SPCP GROUP, LLC, US citizenship, Delaware</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>LIMITED LIABILITY COMPANY</u></p> <p>Citizenship (see guidelines) <u>US Delaware</u></p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> No</p> <p>Name: <u>CELERITY, INC.</u></p> <p>Internal Address: <u>SUITE 101</u></p> <p>Street Address: <u>2645 ZANKER ROAD</u></p> <p>City: <u>SAN JOSE</u></p> <p>State: <u>CALIFORNIA</u></p> <p>Country: <u>USA</u> Zip: <u>95134</u></p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>INC.</u> Citizenship <u>US Delaware</u> </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>JUNE 12, 2009</u></p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>RELEASE OF SECURITY INTEREST</u> </p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____</p> <p>B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DARREN W. COLLINS</u></p> <p>Internal Address: <u>SONNENSCHN NATH & ROSENTHAL LLP</u></p> <p>Street Address: <u>P.O. BOX 061080, WACKER DRIVE STATION SEARS TOWER</u></p> <p>City: <u>CHICAGO</u></p> <p>State: <u>ILLINOIS</u> Zip: <u>60606</u></p> <p>Phone Number: <u>214-259-0900</u></p> <p>Fax Number: <u>214-259-0910</u></p> <p>Email Address: <u>trademarks@sonnenschein.com</u></p>	<p>6. Total number of applications and registrations involved: 16</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number <u>193140</u></p> <p>Authorized User Name <u>DARREN W. COLLINS</u></p>
<p>9. Signature: _____</p> <p style="text-align: center;">Signature Date</p> <p style="text-align: center;"><u>DARREN W. COLLINS</u> <u>07/09/2009</u></p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 12</p>	

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 1480, Alexandria, VA 22313-1480

TRADEMARK

Application Number	Registration Number	MARK
78/119,743	2735700	XACTORR
72/463,219	1003925	TYLAN
73/505,479	1355096	ADAPTORR
74/477,279	1930638	MEGA
75/533,206	2381936	MULTIFLO
75/620,597	2400856	INTELLIFLOW
75/896,122	2410756	SOLIDSENSE
78/124,935	2784199	MEGAFLOW
78/113,613	2900573	CELERITY
78/278,495	2912921	STEP
78/152,505	2913805	CELERITY
74/667,970	2968815	INTELLIGENT GAS PANEL
78/340,651	3059484	MAGNIFLO
78/152,498	3098744	MEGASHOT
78/437,497	3160041	INFLO
77/273,144	3526463	UNIT

14804625V-1

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REEL: 004028 FRAME: 0883

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 Note Exchange Agreement, dated as of April 15, 2008 (as it may have been amended or otherwise modified to the date hereof, the "*NEA*"), by and among Celerity Holding Company, Inc., Celerity, Inc., Celerity Systems, Inc., the other Guarantors party thereto from time to time, the Noteholders party thereto 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 9.01 of the NEA prohibit the sale of the Business and related assets and properties. Therefore, Issuers' have requested that the Agent and the Noteholders waive such limitation in Section 9.01 and consent to the Company's entering into and performing the terms and provisions of the Acquisition Agreement, which includes the Company's sale of the Business and related assets and properties to the Buyer.

Accordingly, the Agent and each of the undersigned Noteholders hereby consent to the Company'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, the Company'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 9.01 and all other relevant provisions under the NEA. Furthermore, the Agent and each of the

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TRADEMARK

REEL: 004028 FRAME: 0884

undersigned Noteholders, acknowledges and agrees that to the extent any of the 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 either 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.

[Remainder of page intentionally left blank.]

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TRADEMARK

REEL: 004028 FRAME: 0885

Very truly yours,

OBSIDIAN, LLC as Agent

By: _____
Name: Howard Levkowitz
Title: Managing Partner

**SPECIAL VALUE ABSOLUTE RETURN
FUND, LLC as a Noteholder**

By: _____
Name: Howard Levkowitz
Title: Managing Partner

**SPECIAL VALUE CONTINUATION
PARTNERS, LP as a Noteholder**

By: _____
Name: Howard Levkowitz
Title: Managing Partner

SPCP GROUP, L.L.C. as a Noteholder

By: _____
Name:
Title:

**NEW YORK LIFE INVESTMENT
MANAGEMENT MEZZANINE
PARTNERS, LP as a Noteholder**

By: _____
Name:
Title:

LA1:46405035

TRADEMARK

Very truly yours,

OBSIDIAN, LLC as Agent

By: _____
Name:
Title:


SPECIAL VALUE ABSOLUTE RETURN
FUND, LLC as a Noteholder

By: _____
Name:
Title:

SPECIAL VALUE CONTINUATION
PARTNERS, LP as a Noteholder

By: _____
Name:
Title:

SPCP GROUP, L.L.C. as a Noteholder

By: 
Name: **Richard Petrilli**
Title: **Authorized Signatory**

NEW YORK LIFE INVESTMENT
MANAGEMENT MEZZANINE
PARTNERS, LP as a Noteholder

By: _____
Name:
Title:

LAI:#6405935

TRADEMARK

REEL: 004028 FRAME: 0887

Very truly yours,

OBSIDIAN, LLC as Agent

By: _____
Name:
Title:

SPECIAL VALUE ABSOLUTE RETURN
FUND, LLC as a Noteholder

By: _____
Name:
Title:

SPECIAL VALUE CONTINUATION
PARTNERS, LP as a Noteholder

By: _____
Name:
Title:

SPCP GROUP, L.L.C. as a Noteholder

By: _____
Name:
Title:

NEW YORK LIFE INVESTMENT
MANAGEMENT MEZZANINE
PARTNERS, LP as a Noteholder
By: NYLIM Mezzanine Partners GenPar
LP, its General Partner
By: NYLIM Mezzanine Partners GenPar
GP, LLC, its General Partner

By: James M. Barker V
Name: James M. Barker V
Title: Authorized Signatory

LA1:#6405935

TRADEMARK

REEL: 004028 FRAME: 0888

NYLIM MEZZANINE PARTNERS
PARALLEL FUND, LP as a Noteholder
By: NYLIM Mezzanine Partners GenPar
LP, its General Partner
By: NYLIM Mezzanine Partners GenPar
GP, LLC, its General Partner

By: James M. Barker V
Name: James M. Barker V
Title: Authorized Signatory

UNITED INSURANCE COMPANY OF
AMERICA as a Noteholder

By: _____
Name:
Title:

TRINITY UNIVERSAL INSURANCE
COMPANY as a Noteholder

By: _____
Name:
Title:

Acknowledged and accepted:

Celerity, Inc.,
a Delaware corporation

By: _____
Name: Tim Harris
Title: Chief Executive Officer

LA1:#6405935

TRADEMARK

**NYLIM MEZZANINE PARTNERS
PARALLEL FUND, LP as a Notaholder**

By: _____
Name:
Title:

**UNITED INSURANCE COMPANY OF
AMERICA as a Notaholder**

By: 
Name: John M. Boschelli
Title: Assistant Treasurer

**TRINITY UNIVERSAL INSURANCE
COMPANY as a Notaholder**

By: 
Name: John M. Boschelli
Title: Assistant Treasurer

Acknowledged and accepted:

**Celerity, Inc.,
a Delaware corporation**

By: _____
Name: Tim Harris
Title: Chief Executive Officer

LA1:664893

**NYLIM MEZZANINE PARTNERS
PARALLEL FUND, LP as a Noteholder**

By: _____
Name:
Title:

**UNITED INSURANCE COMPANY OF
AMERICA as a Noteholder**

By: _____
Name:
Title:

**TRINITY UNIVERSAL INSURANCE
COMPANY as a Noteholder**

By: _____
Name:
Title:

Acknowledged and accepted:

**Celerity, Inc.,
a Delaware corporation**

By: 
Name: **Tim Harris**
Title: **Chief Executive Officer**

LA1:#6405935

TRADEMARK

REEL: 004028 FRAME: 0891

EXHIBIT A

LA1:#6405935

TRADEMARK

REEL: 004028 FRAME: 0892

USPTO 7/15/2009 8:44:52 PM PAGE 23/024 Fax Server

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

Sonnenschein LLP CDT 7/9/2009 4:48:50 PM PAGE 11/022 Fax Server

USPTO 8/24/2009 8:30:08 PM PAGE 7/018 Fax Server

TO:DARREN W. COLLINS, SONNENSCHN NATH COMPANY:P.O. BOX 081080, WACKER DRIVE

RECORDATION FORM COVER SHEET (PAGE 2)

TRADEMARKS ONLY

1. Name of conveying party(ies)

NEW YORK LIFE INVESTMENT MANAGEMENT MEZZANINE PARTNERS, LP
NYLIM MEZZANINE PARTNERS PARALLEL FUND, LP
UNITED INSURANCE COMPANY OF AMERICA
TRINITY UNIVERSAL INSURANCE COMPANY

2. Name and address of receiving party(ies)

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

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

PAGE 7118 * RCVD AT 8/24/2009 7:30:08 PM [Central Daylight Time] * SVR:CHI2KRF01/21 * DNIS:4777 * CSID:USPTO * DURATION (mm-ss):04-14

PAGE 23/24 * RCVD AT 7/15/2009 7:44:38 PM [Central Daylight Time] * SVR:CHI2KRF01/21 * DNIS:4777 * CSID:USPTO * DURATION (mm-ss):05-40

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