

USPTO 7/16/2009 6:32:40 AM PAGE 4/022 Fax Server

TO:DARREN W. COLLINS COMPANY:SONNENSCH E IN NATH & ROSENTHAL LLP

Sonnenschein LLP CDT 7/9/2009 4:49:33 PM PAGE 4/020 Fax Server

RECORDATION FORM COVER SHEET (PAGE 2)

TRADEMARKS ONLY

1. Name of conveying party(ies)

NEW YORK LIFE INVESTMENT MANAGEMENT MEZZANINE PARTNERS, LP

Limited Partnership
Citizenship: United States, Delaware

NYLJM MEZZANINE PARTNERS PARALLEL FUND, LP

Limited Partnership
Citizenship: United States, Delaware

UNITED INSURANCE COMPANY OF AMERICA

Company
Citizenship: United States, Delaware

TRINITY UNIVERSAL INSURANCE COMPANY

Company
Citizenship: United States, Delaware

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, Delaware

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

Incorporation
Citizenship: United States, Delaware

TRADEMARK

REEL: 004029 FRAME: 0588

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

14804625LV-1

TRADEMARK

REEL: 004029 FRAME: 0589

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.

LAI:#6405950

TRADEMARK

REEL: 004029 FRAME: 0590

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.]

LA1:#6405950

TRADEMARK

REEL: 004029 FRAME: 0591


Very truly yours,

OBSIDIAN, LLC, as Agent
By: Tennenbaum Capital Partners, LLC
Its: Managing Member

By: 
Name: Howard Levkowitz
Title: Managing Partner

Noteholders:

SPECIAL VALUE ABSOLUTE RETURN FUND,
LLC, as a Noteholder
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: Howard Levkowitz
Title: Managing Partner

SPECIAL VALUE CONTINUATION PARTNERS,
LP, as a Noteholder
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: 
Name: Howard Levkowitz
Title: Managing Partner

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

By: _____
Name:
Title:

LA1:2605930

TRADEMARK

Very truly yours,

OBSIDIAN, LLC, as Agent
By: Tennenbaum Capital Partners, LLC
Its: Managing Member

By: _____
Name:
Title:

Noteholders:

SPECIAL VALUE ABSOLUTE RETURN FUND,
LLC, as a Noteholder
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____
Name:
Title:

SPECIAL VALUE CONTINUATION PARTNERS,
LP, as a Noteholder
By: Tennenbaum Capital Partners, LLC
Its: Investment Manager

By: _____
Name:
Title:

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

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

LA1:6405950

TRADEMARK

REEL: 004029 FRAME: 0593

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

By: NYLIM Mezzanine GenPar LP
Its: General Partner
By: NYLIM Mezzanine GenPar GP, LLC
Its: General Partner

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

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

By: NYLIM Mezzanine GenPar LP
Its: General Partner
By: NYLIM Mezzanine 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

EAI:#6405950

TRADEMARK

REEL: 004029 FRAME: 0594

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

By: _____
Name:
Title:

NYLIM MEZZANINE PARTNERS PARALLEL
FUND, LP, as a Notchholder
By: NYLIM Mezzanine GenPar LP
Its: General Partner
By: NYLIM Mezzanine GenPar GP, LLC
Its: General Partner

By: _____
Name:
Title:

UNITED INSURANCE COMPANY OF AMERICA, as
a Notchholder

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

TRINITY UNIVERSAL INSURANCE COMPANY, as
a Notchholder

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

Acknowledged and accepted:

Colerity, Inc.,
a Delaware corporation

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

LAI-2603900

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

By: NYLIM Mezzanine GenPar LP
Its: General Partner
By: NYLIM Mezzanine GenPar GP, LLC
Its: General Partner

By: _____
Name:
Title:

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

By: NYLIM Mezzanine GenPar LP
Its: General Partner
By: NYLIM Mezzanine GenPar GP, LLC
Its: General Partner

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: THarris
Name: Tim Harris
Title: Chief Executive Officer

LAI:#6405950

TRADEMARK