# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Con-X Corporation		11/10/2003	CORPORATION: ALABAMA

#### RECEIVING PARTY DATA

Name:	BNY Asset Solutions LLC, as Administrative Agent		
Street Address:	600 East Las Colinas Boulevard, Suite 1300		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1959255	CON-X
Registration Number:	2286345	ROBOSAC

#### CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2276

KSolomon@stblaw.com Email: Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

New York, NEW YORK 10017 Address Line 4:

509600/0263 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Kimberly Solomon

Total Attachments: 8

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TRADEMARK **REEL: 002786 FRAME: 0983** 

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> TRADEMARK REEL: 002786 FRAME: 0984

# GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of November 10, 2003 among Con-X Corporation, an Alabama corporation, with its principal office at c/o Krone Inc., 7229 South Alton Way, Centennial, CO 80112 ("Grantor") and BNY Asset Solutions LLC, a Delaware limited liability company, having an office at 600 East Las Colinas Boulevard, Suite 1300, Irving, Texas 75039, as administrative agent (in its capacity as administrative agent, together with any successor in such capacity, referred to herein as the "Administrative Agent") for the financial institutions (the "Lenders") now or hereafter being parties to the Senior Term Loan Agreement, dated as of the date hereof (as amended, restated, modified or supplemented from time to time in accordance with its terms, the "Loan Agreement"), among the Grantor, GenTek Inc., a Delaware corporation, certain of its Domestic Subsidiaries, the Lenders and the Administrative Agent.

#### WITNESSETH:

WHEREAS, the Lenders have agreed to enter into the Loan Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents, the Lenders and the Administrative Agent have required the execution and delivery of this Agreement by the Grantor;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement, dated as of November 10, 2003, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in, lien on, and right of setoff against all Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.
- 2. <u>Grant of Security Interest</u>. The Grantor hereby grants a continuing security interest in, lien on, and a right of setoff against, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders as security for all Obligations.
- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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- 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

By: \_\_\_\_\_\_\_\_
By: \_\_\_\_\_\_\_
By: \_\_\_\_\_\_\_
Title: Kenn J. o 'Connov Vicue president

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By: \_\_\_\_\_\_
Title:

IN WITNESS WHEREOF, the Grantor and the Administrative Agent have caused this Security Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

By: Title:		 	
Title:			

CON-X CORPORATION, as Grantor

BNY ASSET SOLUTIONS LLC, as Administrative Agent

By: \_ Title:

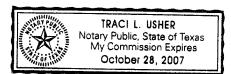
Michael F. Cocanougher Managing Director

STATE OF	)		
	) ss		
COUNTY OF	)		
0.1			
On th	e day of	, 2003, before me personally	y came
	_, who is personally	known to me to be the	of Con-X
Corporation, an Alaba	ma corporation; who	o, being duly sworn, did depose an	nd say that she/he is the
	in such limite	d liability company, the limited lia	ability company described in
and which executed th	e foregoing instrume	ent; that she/he executed and deliv	ered said instrument pursuant
to authority given by t	the Board of Director	s of such limited liability compan	v: and that she/he
acknowledged said in	strument to be the fre	e act and deed of said limited liab	oility company
Ü			mey company.
		Notary Public	
		Notary 1 ubite	
		(DI ACE CEARDA	DOME)
		(PLACE STAMP A	ROAF)

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STATE OF TEXAS ) ss COUNTY OF DALLAS )

MCHAEL On the day of IANUARY, 2014, before me personally came CICANDUARE, who is personally known to me to be the MANAING DIRECT Of BNY Asset Solutions LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the MANAING DIRECT in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.



Votary Public

(PLACE STAMP ABOVE)

### **SCHEDULE A**

# U.S. Trademark Registrations and Applications

(see attached)

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## SCHEDULE A TO GRANT OF SECURITY

## **TRADEMARKS**

Trademark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/Comments
CON-X	USA	1,959,255	02/27/1996	Registered
ROBOSAC stylized letters	USA	2,286,345	10/12/1999	Registered

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**RECORDED: 02/03/2004**