Form PTO-1594 (Rev. 03/05)
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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):
Scholle Corporation

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: Nevada
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A.
Internal Address:
Street Address: 231 South LaSalle Street
City: Chicago
State: Illinois
Country: USA Zip: 60697

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other Natl Bnkng Asn Citizenship

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 7, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
78/175,229

B. Trademark Registration No.(s)
2,772,131; 2,671,031; 2,422,671; 2,347,460; and 705,202

Additional sheet(s) attached? ☐ Yes ☑ No

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

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Jennifer M. Mikulina
Internal Address: McDermott Will & Emery LLP
Street Address: 227 West Monroe Street
Suite 4400
City: Chicago
State: Illinois Zip: 60606
Phone Number: 312.372.2000
Fax Number: 312.984.7700
Email Address: jmikulina@mwe.com

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 165.00
☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 13-0206
Authorized User Name McDermott Will & Emery LLP

9. Signature: Jennifer M. Mikulina
Signature

April 11, 2005
Date

Jennifer M. Mikulina
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $165.00 130206 78175229

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 7, 2005, by SCHOLLE CORPORATION, a Nevada corporation ("Grantor"), in favor of Bank of America, N.A., as administrative agent (in such capacity, together with its successors and assigns, the "Agent") for itself and the Secured Parties (as defined in the Security Agreement (defined below)). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Security Ageement (defined below).

WITNESSETH:

WHEREAS, the Grantor, the Agent, and each Lender (collectively, the "Lenders" and each individually, a "Lender") have entered into that certain Credit Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which each Lender has agreed to make Loans and other financial accommodations to the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement;

WHEREAS, Agent and Lenders are willing to make the Loans and other Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security 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, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCHOLLE CORPORATION

By: _____
Name: James R. Samson
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF DuPage)

On this 28th day of March, 2005, before me personally appeared James R. Samson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Scholle Corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Nancy J. Parker
Notary Public

{seal}

OFFICIAL SEAL
NANCY J PARKER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05-22-07

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SCHOLLE CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: David A. Johanson
Name: David A. Johanson
Title: Vice President

ACKNOWLEDGMENT OF AGENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 4th day of April, 2005, before me personally appeared David A. Johanson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Bank of America, N.A., as Agent, who being by me duly sworn did depose and say that he is an authorized officer of said national banking association, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

OFFICIAL SEAL
MARIA PAGGAO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/09

Maria Paggao
Notary Public

{seal}

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Owner
FTC	78/175,229	10/16/02	*Application is pending*		Scholle Corporation
FLEXTAP	76/167,797	11/17/00	2,772,131	10/7/03	Scholle Corporation
QUAL	76/134,851	9/25/00	2,671,031	1/7/03	Scholle Corporation
Scholle	75/625,326	1/19/99	2,422,671	1/23/01	Scholle Corporation
THE PROBE	75/256,777	3/13/97	2,347,460	5/2/00	Scholle Corporation
SCHOLLE AUTO-FILL	72/087,727	12/21/59	705,202	10/4/60 (Renewed 10/4/00)	Scholle Corporation