

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
Norwesco, Inc.		09/02/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street, 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1828032	NW	
Registration Number:	1828033	NORWESCO	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	09/13/2005		

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Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Norwesco, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State MN

Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 2, 2005

2. Name and address of receiving party(ies)

Merrill Lynch Capital, a division of Merrill Lynch Business
Financial Services, Inc.

Internal Address: _____

Street Address : 222 North LaSalle St., 16th Floor

City: Chicago State: IL Zip: 60601

- ☐ Individual(s) citizenship _____
☐ Association _____

☐ General Partnership _____

Limited Partnership _____

☒ Corporation State DE

☐ Other _____

If assignee is not domiciled in the United States, a
designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark

A. Trademark Application No.(s)

B. Trademark Registration
1828032 and 1828033

Additional numbers attached? No

5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Terese M. Scholl

Internal Address: Katten, Muchin Rosenman LLP

Street Address: 525 West Monroe, Suite 1900

City: Chicago State IL ZIP 60661

6. Total number of applications and
registrations

2

7. Total fee (37 CFR 3.41)..... \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
of the original document.*

Terese M. Scholl

Name of Person

Terese M. Scholl

Signature

September 6, 2005

Date

Total number of pages including cover sheet, attachments, and

7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 003158 FRAME: 0534

SCHEDULE 1

TRADEMARKS

NORWESCO – United States Registration, Reg. No. 1,828,033

NORWESCO – Canada Registration, Reg. No. 439,880

NORWESCO – Mexico Registration, Reg. No. 463471

Miscellaneous Design (NW Logo) – United States Registration, Reg. No. 1,828,032

Miscellaneous Design (NW Logo) – Canada Registration, Reg. No. 439,881

Miscellaneous Design (NW Logo) – Mexico Registration, Reg. No. 461064

**TRADEMARK SECURITY AGREEMENT
(UNITED STATES)**

THIS TRADEMARK SECURITY AGREEMENT (United States) (the "Agreement") made as of this 2nd day of September, 2005 by Norwesco, Inc., a Minnesota corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement defined below ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain First Lien Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement (U.S. Borrower for U.S. Obligations) of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.


3. General Terms and Conditions. Notwithstanding the order of creation and perfection of the Liens and Security Interests granted by Grantor (i) to the Grantee hereunder to secure the Obligations and (ii) to the Canadian Grantee (as defined below) under that certain Trademark Security Agreement (Canada) dated as of the date hereof by and between Grantor and **MERRILL LYNCH CAPITAL CANADA, INC.**, in its capacity as Administrative Agent (the “**Canadian Grantee**”) under the Credit Agreement described thereunder (as the same may be amended, restated, modified or supplemented and in effect from time to time, the “**Canadian Agreement**”), to secure the Obligations (as defined in the Canadian Agreement), such Liens and Security Interests shall be *pari passu*.

[Signature Page Follows]

Trademark Security Agreement- (US Agent)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: 
Name: Paul F. Klaus
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NORWESCO, INC., a Minnesota corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By:  _____
Name: **Emily L. Koehn**
Title: **Assistant Vice President**

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(Trademark Security Agreement – United States)