

Attorney Docket No. 110000-100  
U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

### 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):**

Insight Equity A.P. X, LP

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Texas  
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: PNC Bank, National Association  
Internal Address: \_\_\_\_\_  
Street Address: 1 PNC Plaza, 249 Fifth Avenue  
City: Pittsburgh  
State: Pennsylvania  
Country: USA Zip: 15222-2707

- Association Citizenship Delaware
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ 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) December 1, 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)  
78/628,009, 78/665,478, 78/659,996, 78/648,506, 78/648,483, 78/669,648, 78/672,507 and 78/657,288

B. Trademark Registration No.(s)  
2,587,760

Additional sheet(s) attached?  Yes  No

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

See Exhibit A to Security Agreement

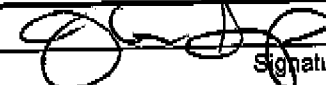
**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: James W. Inskeep, Esq.  
Internal Address: INSKEEP INTELLECTUAL PROPERTY GROUP  
Street Address: 2281 W. 190th Street, Suite 200  
City: Torrance  
State: CA Zip: 90504  
Phone Number: (310) 755-7800  
Fax Number: (310) 327-3466  
Email Address: jinskeep@inskeeplaw.com

**6. Total number of applications and registrations involved:** 9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 360.00  
 Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card Last 4 Numbers 9007  
Expiration Date 09/07  
b. Deposit Account Number 50-2809  
Authorized User Name James W. Inskeep

**9. Signature:**  \_\_\_\_\_ Date June 15, 2006  
Signature  
James W. Inskeep, Esq. (Reg. No. 33,910)  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and document: 5

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 1460, Alexandria, VA 22313-1450

OP \$240.00 78628009



## TRADEMARK AND TRADE NAME SECURITY AGREEMENT

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT ("Agreement") is among INSIGHT EQUITY A.P. X, LP, a Texas limited partnership (the "Debtor"), and PNC BANK, NATIONAL ASSOCIATION, a national banking association, as Agent (as defined herein below) for the Lenders (as defined herein below) (the "Secured Party").

WHEREAS, the Debtor has acquired, adopted and used, and is using, the trademarks, trade names, service marks, brand names, logos and other trade designations, trademark and/or service mark registrations and applications listed in Exhibit A attached hereto and made a part hereof, which, as indicated in Exhibit A, are registered in the United States Patent and Trademark Office.

WHEREAS, the Debtor, certain Affiliates of the Debtor, the financial institutions party thereto from time to time (collectively, the "Lenders") and the Secured Party, as a Lender and as agent for the Lenders (in such capacity, "Agent"), have concurrently herewith entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") pursuant to which the Secured Party has acquired security interests in said trademarks, trade names, service marks, brand names, logos and other trade designations, trademark and/or service mark registrations and applications thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant, transfer, assign and convey a lien and security interest to the Secured Party in all rights, titles and interests of the Debtor in and to the said trademarks, trade names, service marks, brand names, logos and other trade designations, trademark and service mark registrations and applications, together with the goodwill of the business symbolized by such trademarks, trade names, service marks, brand names, logos and other trade designations, trademark and service mark registrations and applications (all such property being referred to collectively herein as the "Trademark Collateral").

The Debtor further covenants and warrants to the Secured Party as follows:

- (a) the Debtor is the sole and exclusive owner of the Trademark Collateral and all rights comprised of the Trademark Collateral, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) none of the Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered, and is in all aspects free and clear of any encumbrances;
- (c) to the Debtor's knowledge the validity of the Trademark Collateral has never been questioned;
- (d) the Debtor has not entered into any contract or made any commitment that will or may impair the Secured Party's rights hereunder; and
- (e) the Trademark Collateral and all rights comprised of the Trademark Collateral shall not be licensed or assigned in any manner without prior permission from the Secured Party.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT THE SECURED PARTY'S OFFICES IN DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO



DETERMINED IN ACCORDANCE WITH AND GOVERNED BY APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF TEXAS, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Debtor and the Secured Party have executed this Trademark and Trade Name Security Agreement as of this 1<sup>st</sup> day of December, 2005.

**DEBTOR:**

INSIGHT EQUITY A.P. X, LP

By: Insight Equity A.P. X Company, LLC  
Title: General Partner

By: Ted Beneski  
Name: Ted Beneski  
Title: Chairman of the Board

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF DALLAS        )

On this 1<sup>st</sup> day of December, 2005, before me personally came Ted Beneski to me known, who being by me duly sworn, did depose and say that he is the Chairman of the Board of Insight Equity A.P. X Company, LLC, a limited liability company and the general partner of Insight Equity A.P. X, LP which is the limited partnership described in and which executed the foregoing agreement, and that he signed his name thereto as the act and deed of such limited liability company in its capacity as general partner, and for and on behalf, of Insight Equity A.P. X, LP by order of the managers of such limited liability company.



Linda G. McKie  
Notary Public in and for the State of Texas  
Printed Name of Notary: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A  
TRADEMARKS




Mark	Country	Reg. No./App. No.
A STEP AHEAD	United States	2,587,760
DIAMONEX	United States	78/628,009
LIFERX & Design 	United States	78/665,478
LIFERX & Design (Color) 	United States	78/659,996
LIFERX	United States	78/648,506
MYRX	United States	78/648,483
SUNRX & Design (Color) 	United States	78/669,648
SUNRX (Block letter)	United States	78/672,507
THE ULTIMATE EVERYWEAR LENS	United States	78/657,288

EXHIBIT A  
DALLAS2 1135375v3 55389-00017

RECORDED: 06/16/2006

TRADEMARK  
REEL: 003333 FRAME: 0825