

TRADEMARK ASSIGNMENT

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
Dura-Line Corporation		03/22/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1566908	(DID)
Registration Number:	1007560	CABLECON
Registration Number:	1566907	DROP-IN-DUCT
Registration Number:	1985126	DURA-LINE
Registration Number:	2834965	FUTUREPATH
Registration Number:	1436152	LUBADUK
Registration Number:	1948620	PIGGYBACK
Registration Number:	2585695	PINPOINT
Registration Number:	1579002	SILICORE
Registration Number:	3185283	

CORRESPONDENCE DATA

Fax Number: (312)863-7806

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

OP \$265.00 1566908

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher c/o Goldberg Kohn
Address Line 1: 55 East Monroe Street
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.123
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	03/27/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 22, 2007, by DURA-LINE CORPORATION, a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor, certain affiliates of Grantor from time to time party thereto, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit 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 ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral 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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (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 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.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral 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.

DURA-LINE CORPORATION

By *Pavel Chav*
Name President and CEO
Title

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By
Name
Title

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.

DURA-LINE CORPORATION

By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By  _____
Name _____ Thomas Klimmeck
Title _____ Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Description	Trademark Registration Number	Date of Registration
Dura-Line Corporation	(DID)	1566908	11/21/89
Dura-Line Corporation	CABLECON	1007560	3/25/75
Dura-Line Corporation	DROP-IN-DUCT	1566907	11/21/89
Dura-Line Corporation	DURA-LINE	1985126	7/9/96
Dura-Line Corporation	FUTUREPATH	2834965	4/20/04
Dura-Line Corporation	LUBADUK	1436152	4/14/87
Dura-Line Corporation	PIGGYBACK	1948620	1/16/96
Dura-Line Corporation	PINPOINT	2585695	6/25/02
Dura-Line Corporation	SILICORE	1579002	1/23/90
Dura-Line Corporation	Design Only	3185283	12/19/06



TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

1. License and Technical Assistance Agreement between Dura-Line Corporation and Dura-Line Mexico S.A. de C.V., dated January 1, 1996, as amended effective June 26, 2003.
2. License and Technical Assistance Agreement between Dura-Line Corporation and Dura-Line India Private Limited (as successor to Bharti Dura-Line India Private Limited) dated July 1, 1996.
3. License Agreement between Dura-Line Corporation and Dura-Line C.T. s.r.o., dated August 8, 1993, as amended on December 4, 1996 and November 21, 2002.
4. License and Technical Assistance Agreement for Water and Gas Pipes between Dura-Line International Inc. and Dura-Line India Private Limited, dated June 20, 2003.