

## 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
Schneller LLC		06/28/2007	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3217474	INDURA GTFILM
Registration Number:	3217477	INDURA GTFORM
Registration Number:	3217478	INDURA GTGLAS
Registration Number:	3199487	INDURA
Registration Number:	2825631	INTEGRATING SAFETY WITH STYLE
Registration Number:	1512683	AERSHADE
Registration Number:	1457060	AERFILM LHR
Registration Number:	1380565	DESIGNS THAT FLY
Registration Number:	1380566	S SCHNELLER
Serial Number:	77094297	SURROUNDING YOU WITH SOLUTIONS
Serial Number:	77094323	S
Serial Number:	78955251	PURE COLOR
Serial Number:	78825023	RESINART
Serial Number:	78775930	VERITAS

TRADEMARK

900084028

REEL: 003598 FRAME: 0299

CH \$390.00 3217474

Serial Number:

78626310

AERFUSION

**CORRESPONDENCE DATA**

Fax Number: (312)577-4782

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

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

NAME OF SUBMITTER:

Terese Scholl

Signature:

/Terese Scholl/

Date:

08/09/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

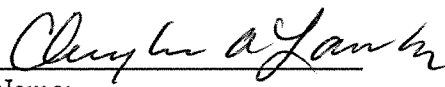
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

Very truly yours,

SCHNELLER LLC  
as Grantor

By:   
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 003598 FRAME: 0303

IN WITNESS WHEREOF, each 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.

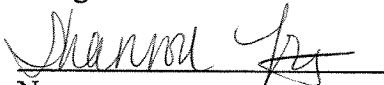
Very truly yours,

SCHNELLER LLC  
as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Shannon C. Fritz  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

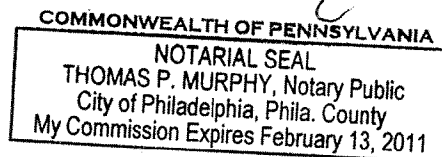
State of Pennsylvania )

County of Philadelphia )

ss.

On this 27 day of JUNE, 2007 before me personally appeared Christopher A. Lawler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Schneller LLC, 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.

Tom Murphy  
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
Schneller, Inc.	INDURA GTFILM	3,217,474	03/13/2007
Schneller, Inc.	INDURA GTFORM	3,217,477	03/13/2007
Schneller, Inc.	INDURA GTGLAS	3,217,478	03/13/2007
Schneller, Inc.	INDURA	3,199,487	01/16/2007
Schneller, Inc.	INTEGRATING SAFETY WITH STYLE	2,825,631	03/23/2004
Schneller, Inc.	AERSHADE	1,512,683	11/15/1988
Schneller, Inc.	AERFILM LHR	1,457,060	09/15/1987
Schneller, Inc.	DESIGNS THAT FLY	1,380,565	01/28/1986
Schneller, Inc.	S SCHNELLER (stylized)	1,380,566	01/28/1986

2. TRADEMARK APPLICATIONS

<u>Name of Owner</u>	<u>Trademark</u>	<u>Serial #</u>	<u>App. Date</u>
Schneller, Inc.	SURROUNDING YOU WITH SOLUTIONS	77/094,297	01/30/2007
Schneller, Inc.	S (stylized)	77/094,323	01/30/2007
Schneller, Inc.	PURE COLOR	78/955,251	08/18/2006
Schneller, Inc.	RESINART	78/825,023	02/28/2006
Schneller, Inc.	VERITAS	78/775,930	12/19/2005
Schneller, Inc.	AERFUSION	78/626,310	05/10/2005

3. IP LICENSES

Light Imaging Laminate License Agreement and Non-Disclosure Agreement, dated February 28, 2006 between Schneller, Inc. and Kova Textiles LLC

Light Imaging Laminate License Agreement and Non-Disclosure Agreement, dated December 8, 2005 between Schneller, Inc. and Ken Leap

Light Imaging Laminate License Agreement and Non-Disclosure Agreement, dated December 22, 2005 between Schneller, Inc. and Piper Shepard

Light Imaging Laminate License Agreement and Non-Disclosure Agreement, dated January 4, 2006 between Schneller, Inc. and Resistance Design



Light Imaging Laminate License Agreement and Non-Disclosure Agreement, dated March 1, 2006 between Schneller, Inc. and Shaw-Jelveh Design