

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Porcelain Products Company		10/26/2007	COMPANY:

RECEIVING PARTY DATA

Name:	BNP PARIBAS, ITALIAN BRANCH
Street Address:	via Ansperto, 5
City:	Milan
State/Country:	ITALY
Postal Code:	20121
Entity Type:	Security Agent:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1475743	PP
Registration Number:	1440611	PP
Registration Number:	1127038	KNOX

CORRESPONDENCE DATA

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2128951356  
 Email: jennifer.spinning@cliffordchance.com  
 Correspondent Name: Jennifer M. Spinning  
 Address Line 1: 31 West 52nd Street  
 Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	47-40181641
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jennifer M. Spinning
Signature:	/Jennifer M. Spinning/
Date:	02/26/2008

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated as of October 26, 2007, is made by the Person listed on the signature pages hereof (the "**Grantor**") in favor of BNP PARIBAS, ITALIAN BRANCH, as Security Agent (the "**Security Agent**") for the Secured Parties (as defined in the Priority Deed referred to below).

**WHEREAS**, SEVES S.p.A. (the "**Company**"), a company organized under the laws of Italy, and certain other borrowers and guarantors have entered into a Senior Facilities Agreement dated 27 July 2007 (said Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Senior Facilities Agreement**") with the Security Agent, as mandated lead arranger, lender and security agent, and Intesa SanPaolo S.p.A. as mandated lead arranger.

**WHEREAS**, The Company and certain other obligors party thereto have entered into a Priority Deed dated 27 July 2007 (said Deed, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Priority Deed**"), with the Security Agent, as participated lender and security agent on behalf of the Secured Parties.

**WHEREAS**, under the terms of the Security Agreement dated October 26, 2007 (said agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), Grantor has granted a security interest in, among other property, certain Intellectual Property Collateral of the Grantor to the Security Agent for the rateable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement covering the Trademarks (as defined in the Security Agreement, which excludes any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that the grant of a security interest therein may void, cancel or otherwise impair such an intent-to-use trademark application under applicable law), included in such Intellectual Property Collateral for recording with the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Terms used in this Trademark Security Agreement and not otherwise defined herein shall have the meaning prescribed to them in the Security Agreement.

2. **Grant of Security**

The Grantor hereby grants to the Security Agent for the rateable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "**Trademark Collateral**"):

- 2.1 all United States Trademark registrations and applications set forth in Schedule A hereto;

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2.2 any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks registrations and applications set forth in Schedule A hereto, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.3 any and all proceeds of the foregoing.

3. **Recordation**

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

4. **Execution in Counterparts**

This Trademark Security Agreement may be executed in any number of 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.

5. **Grants, Rights and Remedies**

This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall govern.

6. **Governing Law**

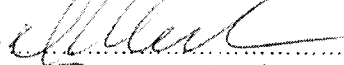
This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

**PORCELAIN PRODUCTS CO.**

By  .....

Name: *Dennis K. Kerschner*

Title: *President*

Address for Notices:

*891 Tyler Rd.* .....

*Tiffin, OH 44883* .....

*USA* .....

Email Address:

*denny.kerschner@ppcinsulators.com*

*DKC*

Schedule A

Trademarks and Trade Names	Country	Reg. No.	Applic. No.	Filing Date
PP & design	USA	1,475,743	661,327	5-18-87
PP & Design	USA	1,440,611	578,753	1-26-86
Knox	USA	1,127,038	147,295	11-4-77

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