

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement to that Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Katahdin Industries, Inc.		03/20/2006	CORPORATION: MASSACHUSETTS
Sanford Process Corporation		03/20/2006	CORPORATION: DELAWARE
Duralectra, Inc.		03/20/2006	CORPORATION: MASSACHUSETTS
Precision Coating Co., Inc.		03/20/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Seacoast Capital Partners II, L.P.		
Street Address:	55 Ferncroft Road		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
Property Type	Number	Word Mark	
Registration Number:	2536308	HARDLUBE	
Registration Number:	2755002	SANFORD PROCESS CORPORATION	
Registration Number:	2465633	SANFRAN	
Registration Number:	2558268	DURAELECTRA	
Registration Number:	2453220	SANFORD-PLUS	
Registration Number:	2619804	CLASSIC SANFORD PROCESS	
Registration Number:	2781066	SANFORD QUANTUM	
Registration Number:	2566687	SANFORD PROCESS	
Registration Number:	3078361	SANFORD HARDLUBE	
<b>CORRESPONDENCE DATA</b>			

OP \$240.00 2536308

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**TRADEMARK**  
**REEL: 003766 FRAME: 0582**

Fax Number: (214)758-1550

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

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Email: estafford@pattonboggs.com

Correspondent Name: V. Craig Belair

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009091.0170
NAME OF SUBMITTER:	V. Craig Belair
Signature:	/V. Craig Belair/
Date:	04/25/2008

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Intellectual Property Security Agreement") is made and effective as of March 20, 2006, by and among KATAHDIN INDUSTRIES, INC., a Massachusetts corporation ("Katahdin"), SANFORD PROCESS CORPORATION, a Delaware corporation ("Sanford"), DURAELECTRA, INC., a Massachusetts corporation ("Duralectra"), and PRECISION COATING CO., INC., a Massachusetts corporation ("Precision"), and together with Katahdin, Sanford and Duralectra, individually and/or collectively, as the context may require, jointly and severally, the "Grantor", in favor of SEACOAST CAPITAL PARTNERS II, L.P., a Delaware limited partnership (the "Purchaser"), pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Purchase Agreement," capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Purchase Agreement).

### RECITALS

**WHEREAS**, pursuant to the Purchase Agreement by and among the Grantor and Purchaser, the Purchaser has agreed, subject to the terms and conditions set forth therein, to purchase the Senior Subordinated Note (the "Subordinated Note"); and

**WHEREAS**, it is a condition precedent to the obligation of the Purchaser to execute and perform under the Purchase Agreement that Grantor shall have executed and delivered this Intellectual Property Security Agreement to the Purchaser;

**NOW, THEREFORE**, in consideration of the willingness of the Purchaser to enter into the Purchase Agreement and to agree, subject to the terms and conditions set forth therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Subordinated Note and the performance of all and each of the obligations under the Purchase Agreement, the Grantor hereby grants to Purchaser, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) The United States and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The United States and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); and

(e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Purchaser in the Intellectual Property Collateral.

3. Assignment. Subject to the rights of the Senior Lender and the provisions of the Intercreditor Agreement, upon the occurrence of and during continuation of an Event of Default, Grantor shall execute and deliver to Purchaser an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Purchaser.

4. Power of Attorney. Subject to the rights of the Senior Lender and the provisions of the Intercreditor Agreement, upon the occurrence of and during continuation of an Event of Default under the Purchase Agreement, Grantor will irrevocably grant the Purchaser a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Purchaser's discretion, to take any action and to execute any instrument which the Purchaser may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in sole discretion of the Purchaser and without first obtaining such Grantor's approval of or signature thereto) Schedule A hereof, as appropriate, to include references to any registered intellectual property (or application or

license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in sole discretion of the Purchaser and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Purchaser's interest or Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of the Purchaser in any part of the Intellectual Property Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to Grantor) upon payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly). Upon any such termination, the Purchaser (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and provided to the Purchaser to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide the Purchaser, on a monthly basis, a schedule of newly registered Copyrights, Patents and Trademarks.

7. All of Purchaser's rights in the Intellectual Property Collateral, and all of Purchaser's remedies for a default by Grantor hereunder, wherever such rights and remedies are set forth in this Intellectual Property Security Agreement, are subject to the terms and provisions of the Intercreditor Agreement.

8. Miscellaneous.

(a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Purchaser under the Purchase Agreement. The rights and remedies of the Grantor and the Purchaser with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Purchase Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Intellectual

Property Security Agreement are deemed to conflict with the Purchase Agreement or the other Purchase Documents, the provisions of the Purchase Agreement or the other Purchase Documents shall govern.


(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

*[remainder of page intentionally left blank; signature page follows]*


**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTOR:**


KATAHDIN INDUSTRIES, INC.

By:   
Timothy P. Cabot  
President

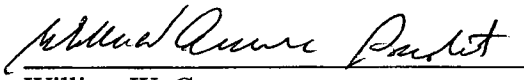
PRECISION COATING CO., INC.

By:   
Robert A. DeAngelis  
President

DURAELECTRA, INC.

By:   
William W. Corcoran  
President

SANFORD PROCESS CORPORATION

By:   
William W. Corcoran  
President



**PURCHASER:**

SEACOAST CAPITAL PARTNERS II, L.P.

By: Seacoast II Advisors, LLC,  
its General Partner

By: Walter H. Leonard  
Name: Walter H. Leonard  
Title: Managing Director



**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

**Registered Copyrights**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
<b>None</b>			

**Pending Copyright Applications**

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
<b>None</b>			

**SCHEDULE B**  
**PATENT COLLATERAL**

**Registered Patents**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Low Voltage Hard Anodizing Process	4,133,725	01/09/79 (expired)
United Kingdom	Low Voltage Hard Anodizing Process	2021150	01/06/83
Canada	Low Voltage Hard Anodizing Process	1134316	10/26/82
Japan	Low Voltage Hard Anodizing Process	1164399	08/26/83
Israel	Low Voltage Hard Anodizing Process	57278	07/01/82
United States	Aluminum Hard Anodizing Process	4,128,461	12/05/78 (expired)
United States	Hard Anodizing Process	4,089,756	05/16/78 (expired)

**Pending Patent Applications**

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
<b>None</b>			

**SCHEDULE C**

**TRADEMARK COLLATERAL**

**Registered Trademarks / Service Marks**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Hardlube	2,536,308	02/05/02
United States	Sanford Process Corporation	2,755,002	08/26/03
United States	Sanfran	2,465,633	07/03/01
United States	Duralectra	2,558,268	04/09/02
United States	Sanford-Plus	2,453,220	05/22/01
United States	Classic Sanford Process	2,619,804	09/17/02
United States	Sanford Quantum	2,781,066	11/11/03
United States	Sanford Process	2,566,687	05/07/02

**Trademark Applications**

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
United States	Sanford Hardlube		04/22/05

**Trademark Licenses**

**None.**

**SCHEDULE D**  
**DOMAIN NAMES**

**None.**