

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALMARK INDUSTRIES, INC.		07/03/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE, as Second Lien Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74501243	VALMARK	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	33440		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	07/11/2008		

OP \$40.00 74501243

900111131

TRADEMARK
REEL: 003815 FRAME: 0084

Total Attachments: 6

source=33440#page1.tif

source=33440#page2.tif

source=33440#page3.tif

source=33440#page4.tif

source=33440#page5.tif

source=33440#page6.tif

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

VALMARK INDUSTRIES, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State [DE]
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: dated as of July 3, 2008.

2. Name and address of receiving party(ies)

Name: CREDIT SUISSE, as Second Lien Collateral Agent

Internal

Address:

Street Address: 11 Madison Avenue

City: NEW YORK State: NY Zip: 10010

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other Bank

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)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

PLEASE SEE ATTACHED

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED

Additional number(s) attached ☒ Yes ☐ No

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

Name:

Internal Address:

Street Address:

City State: Zip:

6. Total number of applications and registrations involved:

01

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daleep J. Sawhney

Name of Person Signing

Daleep J. Sawhney
Signature

07/10/2008

Date

Total number of pages including cover sheet, attachments, and document:

06

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003815 FRAME: 0086

EXECUTION COPY

SUPPLEMENT NO. 1 dated as of July 3, 2008 to the Second Lien Trademark Security Agreement (this "**Agreement**"), among VALMARK INDUSTRIES, INC., a Delaware corporation (the "**Grantor**"), and CREDIT SUISSE, as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second Lien Guarantee and Collateral Agreement dated as of November 10, 2006 (as amended, restated, supplemented or otherwise modified, the "**Guarantee and Collateral Agreement**"), among Kinetek Industries, Inc., a Delaware Corporation formerly known as Kinetek Acquisition Corp. (the "**Borrower**"), Kinetek Holdings Corp., a Delaware corporation ("**Holdings**"), the Domestic Subsidiaries of the Borrower from time to time party thereto and Credit Suisse, as Collateral Agent, and (b) the Second Lien Credit Agreement dated as of November 10, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the Lenders (as defined therein) from time to time party thereto and Credit Suisse, as Administrative Agent (as defined therein) and as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I, (b) all goodwill associated therewith or symbolized

[[3083630]]

thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, notwithstanding applicable anti-assignment provisions under the New York UCC.

SECTION 3. *Guarantee and Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. *INTERCREDITOR AGREEMENT.* REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF NOVEMBER 10, 2006 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "***INTERCREDITOR AGREEMENT***"), AMONG THE BORROWER, HOLDINGS, THE DOMESTIC SUBSIDIARIES OF THE BORROWER PARTY THERETO, CREDIT SUISSE, AS FIRST LIEN COLLATERAL AGENT (AS DEFINED THEREIN), AND CREDIT SUISSE, AS SECOND LIEN COLLATERAL AGENT (AS DEFINED THEREIN). NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THE PROVISIONS OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

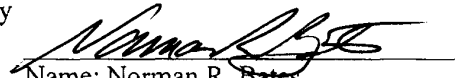
[Remainder of this page intentionally left blank]

[[3083630]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VALMARK INDUSTRIES, INC.,

by



Name: Norman R. Bates

Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:

Title:

by

Name:

Title:

[[3083630]]

TRADEMARK
REEL: 003815 FRAME: 0089

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VALMARK INDUSTRIES, INC.,

by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:

Title:


RAVI MOHAN
VICE PRESIDENT

by

Name:

Title:


SHAHEEN MALIK
ASSOCIATE

[[3083630]]

TRADEMARK
REEL: 003815 FRAME: 0090

Schedule I

Trademark	First Use Date	Status	App No.	Filing Date	Reg. No.	Reg. Date	Country
VALMARK	1981	Registered	74/501,243	3/17/1994	1,885,332	3/21/1995	United States

[[3083630]]

RECORDED: 07/12/2008

TRADEMARK
REEL: 003815 FRAME: 0091