

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
LAWRENCE METAL PRODUCTS, INC.		08/04/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	LLOYDS TSB BANK PLC
Street Address:	125 Colmore Row
City:	Birmingham
State/Country:	UNITED KINGDOM
Postal Code:	B1 1BZ
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2779498	LAWRENCE
Registration Number:	2897643	T2
Registration Number:	2917660	T2-MAX
Registration Number:	2789298	TENSA
Registration Number:	2644294	TG-MAX
Registration Number:	2719436	
Registration Number:	2707211	TENSABARRIER
Registration Number:	2775509	WWW.LAWRENCOMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300
Registration Number:	2962282	WHO'S NEXT
Registration Number:	2602766	CLASSIC
Registration Number:	2610664	EXPRESSIONS
Registration Number:	2599379	POSTRUNNER
Registration Number:	2602767	ROLLABARRIER

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Registration Number:	2599380	STOWAWAY
Registration Number:	1438074	TENSABARRIER
Registration Number:	2616008	TENSAGUIDE
Registration Number:	2610665	T-MAX
Serial Number:	78867781	ADAPTER SHIELD
Serial Number:	77530295	QUEUE SCIENCE

CORRESPONDENCE DATA

Fax Number: (202)887-0763
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-887-1500
Email: trademark-dc@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 260 Spur Drive South
Address Line 2: Suite 5500
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER: 12766-33

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Hsiao-Ting Cheng

Signature: /Hsiao-Ting Cheng/

Date: 08/11/2008

Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 4th day of August, 2008, between Lawrence Metal Products Inc. (the "Grantor") and Lloyds TSB Bank plc (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to the Facilities Agreement, dated as of August 4, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement") among Re Tensator Holdings Limited (the "Parent"), Tensator Holdings Limited, Tensator Group Limited, Tensator Limited and Tensabarrier Limited, each a limited liability company duly incorporated under the law of England and Wales (the "Borrowers"), as borrowers; the Parent, the Borrowers, Tensator, Inc. and Lawrence Metal Products, Inc., as guarantors; and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to Clause 21 of the Facilities Agreement, to guarantee certain obligations of the Borrowers;

WHEREAS, the Grantor and the Lender have entered into a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Facilities Agreement and to induce the Lender to make extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Lender as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Facilities Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the full payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's entire right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired:

(a) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(c) All of Grantor's right to the trademarks and trademark registrations listed on Schedule I attached hereto, as the same may be updated hereafter from time to time;

(d) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule II attached hereto, as the same may be updated hereafter from time to time;

(e) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(f) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(g) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(h) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(i) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding anything to the contrary contained herein, this Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark application to the extent that (and solely during the period in which) such grant of a security interest would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule I or Schedule II, whichever the case may be, to include any new trademark rights or patent rights of the Grantor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or Schedule II, whichever the case may be, shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II.


5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY PLEDGED COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

[signature page follows]


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

LAWRENCE METAL PRODUCTS, INC.
a New York corporation, as Grantor

By: 
Name: Erik van den Eijnden
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

LLOYDS TSB BANK PLC

By: 
Name: MARTIN CORDERY
Title: DIRECTOR, ACQUISITION
FINANCE

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

ny-827061

TRADEMARK
REEL: 003832 FRAME: 0524

SCHEDULE I
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks			
Trademark	Trademark Number	Jurisdiction	Owner
LAWRENCE	2,779,498	U.S.	Lawrence Metal Products, Inc.
T2	2,897,643	U.S.	Lawrence Metal Products, Inc.
T2-MAX	2,917,660	U.S.	Lawrence Metal Products, Inc.
TENSA	2,789,298	U.S.	Lawrence Metal Products, Inc.
TG-MAX	2,644,294	U.S.	Lawrence Metal Products, Inc.
Design (Tape Spool Logo)	2,719,436	U.S.	Lawrence Metal Products, Inc.
TENSABARRIER and Design	2,707,211	U.S.	Lawrence Metal Products, Inc.
WWW.LAWRENCMETAL.COM TENSA BARRIER BAY SHORE, N.Y. 631-666-0300 and Design	2,775,509	U.S.	Lawrence Metal Products, Inc.
WHO'S NEXT	2,962,282	U.S.	Lawrence Metal Products, Inc.
CLASSIC	2,602,766	U.S.	Lawrence Metal Products, Inc.
EXPRESSIONS	2,610,664	U.S.	Lawrence Metal Products, Inc.
POSTRUNNER	2,599,379	U.S.	Lawrence Metal Products, Inc.
ROLLABARRIER	2,602,767	U.S.	Lawrence Metal Products, Inc.
STOWAWAY	2,599,380	U.S.	Lawrence Metal Products, Inc.
TENSABARRIER	1,438,074	U.S.	Lawrence Metal Products, Inc.
TENSAGUIDE	2,616,008	U.S.	Lawrence Metal Products, Inc.
T-MAX	2,610,665	U.S.	Lawrence Metal Products, Inc.
ADAPTER SHIELD	78/867,781	U.S.	Lawrence Metal Products, Inc.
QUEUE SCIENCE	N/A ¹	U.S.	Lawrence Metal Products, Inc.
LAWRENCE	TMA 615,389	Canada	Lawrence Metal Products, Inc.
LAWRENCE	2,721,827	Europe	Lawrence Metal Products, Inc.
LAWRENCE	4,846,004	Japan	Lawrence Metal Products, Inc.
LAWRENCE	756,280	Mexico	Lawrence Metal Products, Inc.
TENSABARRIER	N/A	Mexico	Lawrence Metal Products, Inc.

¹ Trademark application filed July 24, 2008.

Trademarks			
Trademark	Trademark Number	Jurisdiction	Owner
TENSABARRIER	47486	Peru	Lawrence Metal Products, Inc.

SCHEDULE II
TO
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents		
Patent Number	Title	Owner
US 6,375,164 B1	Double-tape pedestrian traffic control device and method of assembling it	Lawrence Metal Products, Inc.
US 2007/0236112 ²	Sneeze Guard	Lawrence Metal Products, Inc.

² Not yet granted.