

## 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
WATERBURY COMPANIES, INC.		12/09/2008	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	ANTARES CAPITAL CORPORATION, AS US AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	COMPANY: DELAWARE

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS UK AGENT AND UK SECURITY TRUSTEE
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3163020	D-FOAM

## CORRESPONDENCE DATA

Fax Number: (312)577-4688

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

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com

Correspondent Name: Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

CH \$40.00 3163020

900122657

TRADEMARK  
REEL: 003903 FRAME: 0150

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00177
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NAME OF SUBMITTER:	Carole Dobbins
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Signature:	/Carole Dobbins/
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Date:	12/09/2008
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**Total Attachments: 5**

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**AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT  
(FIRST SUPPLEMENTAL FILING)**

**THIS AFTER-ACQUIRED TRADEMARK SECURITY AGREEMENT (FIRST SUPPLEMENTAL FILING)**, dated as of December 9, 2008 (as amended, restated, supplemented or otherwise modified from time to time, this "First Supplemental Trademark Security Agreement"), by **WATERBURY COMPANIES, INC.**, a Delaware corporation (the "Grantor"), in favor of **ANTARES CAPITAL CORPORATION**, a Delaware corporation, (individually, "Antares"), as US Agent (in such capacity, the "**US Agent**") and General Electric Capital Corporation, a Delaware Corporation (individually, "**GE Capital**"), in its capacities as UK Agent (in such capacity, the "**UK Agent**") and UK Security Trustee (in such capacity, the "**UK Security Trustee**"; UK Security Trustee, US Agent and UK Agent, are collectively referred to as the "**Grantee**") for the benefit of themselves and all financial institutions that from time to time become lenders (the "**Lenders**") under the Credit Agreement (as such terms are hereinafter defined).

**W I T N E S S E T H:**

**WHEREAS**, Grantor is party to a Borrower Security Agreement dated as of September 4, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") entered into by Grantor, the other grantors party thereto, in favor of the Grantee, pursuant to which the Grantor is required to execute and deliver this First Supplemental Trademark Security Agreement.

**WHEREAS**, pursuant to the Security Agreement, Grantor executed and delivered to the Grantee a Trademark Security Agreement, dated as of September 4, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), entered into by Grantor in favor of Grantee.

**WHEREAS**, this First Supplemental Trademark Security Agreement shall amend and supplement the Trademark Security Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement (as defined below), each Grantor hereby agrees with Grantee, as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Schedule A to Trademark Security Agreement.** Schedule A to the Trademark Security Agreement is hereby supplemented by adding thereto the Trademark Collateral (as defined in the Trademark Security Agreement) listed in Exhibit A hereto.

**SECTION 3. Applicable Law.** This First Supplemental Trademark Security Agreement and the rights and obligations of the parties hereunder shall be

governed by, and shall be construed and enforced in accordance with, the laws of the State of Illinois.

SECTION 4. Counterparts. This First Supplemental Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 5. Credit Document. For the avoidance of doubt, this First Supplemental Trademark Security Agreement is a Loan Document executed pursuant to the Amended and Restated Credit Agreement, dated as September 5, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Air Guard Control Corporation, a Delaware corporation ("Air Guard"), P. & L. Systems Limited, a corporation organized under the laws of England and Wales ("UK Borrower") and P + L Systems Corporation, a Delaware corporation ("P&L Corp."; P&L Corp., UK Borrower, Grantor, and Air Guard are referred to herein each individually as a "Borrower" and collectively as the "Borrowers"), Grantor, acting in its capacity as the borrowing agent and funds administrator (in such capacity, the "Funds Administrator") on behalf of itself and the other Borrowers, the Grantee and the Lenders, and shall be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

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In Witness Whereof, Grantor has caused this After-Acquired Trademark Security Agreement (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**WATERBURY COMPANIES, INC.**, a Delaware corporation

By: Michael Rohl  
Name: MICHAEL ROHL  
Title: CHIEF EXECUTIVE OFFICER

**Acknowledged:**

**ANTARES CAPITAL CORPORATION**, as US Agent

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

**GENERAL ELECTRIC CAPITAL CORPORATION**, as UK Agent and UK Security Trustee

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

In Witness Whereof, Grantor has caused this After-Acquired Trademark Security Agreement (First Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**WATERBURY COMPANIES, INC.,** a Delaware corporation

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

**Acknowledged:**

**ANTARES CAPITAL CORPORATION, as US Agent**

By: Brian Sommerfeld  
Name: Brian E. Sommerfeld  
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL CORPORATION, as UK Agent and UK Security Trustee**

By: Brian Sommerfeld  
Name: Brian E. Sommerfeld  
Title: Duly Authorized Signatory

**EXHIBIT A**  
**to**  
**FIRST SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT**  
  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**  
**AND TRADEMARK LICENSES**

U.S. TRADEMARK REGISTRATIONS

<u>Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
D-FOAM	3163020	10/24/2006

U.S. TRADEMARK APPLICATIONS

<u>Description</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>
CB	77478697	5/20/2008	Pending- Intent to Use
MICROBE	77478696	5/20/2008	Pending- Intent to Use
MICROBE MAX	77478699	5/20/2008	Pending- Intent to Use
PEM	77325043	11/8/2007	Pending- Intent to Use
PHEROMONE ENHANCED MORTALITY	77325047	11/8/2007	Pending- Intent to Use
TIMEMIST	77017796	10/10/2006	Pending- Intent to Use
TIMEMIST (design)	77021829	10/16/2006	Pending- Intent to Use
W (stylized)	77023750	10/18/2006	Pending- Intent to Use

TRADEMARK LICENSES

None