

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
Continental/Midland, LLC		02/17/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	135 South LaSalle Street		
Internal Address:	4th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2349256		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7294		
Email:	sarah.endres@goldbergkohn.com		
Correspondent Name:	Sarah Endres		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60647		
ATTORNEY DOCKET NUMBER:	2759.167		
NAME OF SUBMITTER:	Sarah Endres		
Signature:	/sarah endres/		

OP \$40.00 2349256

Date:

02/20/2009

Total Attachments: 8

source=Continental Trademark Security Agreement#page1.tif

source=Continental Trademark Security Agreement#page2.tif

source=Continental Trademark Security Agreement#page3.tif

source=Continental Trademark Security Agreement#page4.tif

source=Continental Trademark Security Agreement#page5.tif

source=Continental Trademark Security Agreement#page6.tif

source=Continental Trademark Security Agreement#page7.tif

source=Continental Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 17th day of February, 2009, by Continental/Midland, LLC, a Delaware limited liability company ("Borrower"), in favor of Bank of America, N.A., with an office at 135 South LaSalle Street, 4th Floor, Chicago, Illinois 60603, as agent on behalf of Lenders described below ("Agent").

RECITALS

WHEREAS, Borrower, the other borrowers party thereto, Agent and the lenders from time to time party thereto (collectively, "Lenders") have entered into that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith or of prior date, as applicable (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of itself and Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademark and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, on behalf of Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks and trademark applications, including, without limitation, all goodwill of the business connected with the use of, and symbolized by, each such trademark or trademark application and those trademark and trademark applications listed on Schedule A attached hereto and made a part hereof and all trademarks and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each registered Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark owned by it, free and clear of any liens (except for Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened in writing with reference to any Trademark owned by it; and

(iv) Borrower has the unqualified right and power to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademark and Trademark applications now owned by Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademark of which Borrower has not previously informed Agent, (ii) obtain rights to any new Trademark, or (iii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Schedule A shall be automatically updated to include any such Trademarks and Borrower's authorize Agent to file such updates to Schedule A with the United States Patent and Trademark Office.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of the Obligations and the termination of the Financing Agreements. Borrower agrees that, upon the occurrence and during the continuance of an Event of Default, the use by Agent and/or Lenders of all Trademarks shall be without any liability for royalties or other related charges from Agent and/or Lenders to Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Agent shall take such actions as may be reasonably necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent and/or Lenders in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

9. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications material to the operation of its respective business pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to make application on non-trademarked material capable of being trademarked, as commercially reasonable and except to the extent the failure to do so would not have a Material Adverse Effect, (iii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and except to the extent the failure to do so would not have a Material Adverse Effect, and (iv) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent and Lenders shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent and/or Lenders shall commence any such suit, Borrower shall, at the request of Agent and/or Lenders, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent and/or Lenders for all costs and expenses incurred by Agent and/or Lenders in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in

any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent and/or Lenders, upon the occurrence and continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent and/or Lenders as Agent and/or Lenders may select, in their sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent and/or Lenders in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent and/or Lenders deems or deem to be in the best interest of Agent and/or Lenders, or (iii) in connection with Agent's exercising of rights and remedies under the Financing Agreements, grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent and Lenders shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and Lenders and their respective successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent

shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signature Pages Follows]

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

CONTINENTAL/MIDLAND, LLC

By: David Kaminski
Name: David Kaminski Sr
Title: President

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent, and
as successor by merger to LaSalle Bank,
National Association, as assignee of LaSalle
Business Credit, LLC, as Agent

By: _____
Name: _____
Title: _____

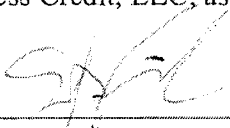
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

CONTINENTAL/MIDLAND, LLC

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent, and
as successor by merger to LaSalle Bank,
National Association, as assignee of LaSalle
Business Credit, LLC, as Agent

By:  _____
Name: Steve Friedlander
Title: Senior Vice President

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
Design Mark	Registered	2349256	5/16/00