

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Third Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andalex Resources, Inc.		12/07/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CapitalSource Finance LLC		
<b>Street Address:</b>	4445 Willard Avenue, 12th Floor		
<b>City:</b>	Chevy Chase		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20815		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2167285	ANDALEX	
Registration Number:	2167284		
Registration Number:	2734953	WEST RIDGE	
Registration Number:	2871414		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0392 (THIRD LIEN)		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		

OP \$115.00 2167285

Signature:	/Anna T Kwan/
Date:	03/18/2009
<b>Total Attachments: 6</b> source=Third Lien Trademark Security Agreement#page1.tif source=Third Lien Trademark Security Agreement#page2.tif source=Third Lien Trademark Security Agreement#page3.tif source=Third Lien Trademark Security Agreement#page4.tif source=Third Lien Trademark Security Agreement#page5.tif source=Third Lien Trademark Security Agreement#page6.tif	

## TRADEMARK SECURITY AGREEMENT (THIRD LIEN)

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of December 7, 2006 is entered into by **ANDALEX RESOURCES, INC.** (the "Grantor"), in favor of **CAPITALSOURCE FINANCE LLC**, as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (the "Secured Parties").

**WHEREAS**, the Grantor, the Collateral Agent and certain other parties as named therein have entered into that certain Third Lien Pledge and Security Agreement, dated as of August 9, 2005, (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Pledge and Security Agreement");

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in and continuing lean on certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable governmental authorities;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral");

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to in Schedule A hereto (as such schedule may be amended or supplemented from time to time),

(b) all extensions or renewals of any of the foregoing,

(c) all of the goodwill of the business connected with the use of and symbolized by the foregoing,

(d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill,

(e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Pledge and Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS 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 NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ANDALEX RESOURCES, INC.

By: Michael M. Flann  
Name: Michael O. Flann  
Title: secretary

**CAPITALSOURCE FINANCE LLC**  
as the Collateral Agent

By:   
Name: **Akim Grate**  
Title: **Portfolio Manager**

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**TRADEMARK**  
**REEL: 003954 FRAME: 0710**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)

COUNTY OF Saline)

ss.

On this 21<sup>st</sup> day of December, 2006 before me personally appeared Michael O. McKean, and \_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Janet A. Stevens  
Notary Public



[SCHEDULE APPEARS ON NEXT PAGE]

## TRADEMARK SECURITY AGREEMENT

## I. U.S. TRADEMARKS

ANDALEX RESOURCES, INC.

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Serial No.</u>
ANDALEX	June 23, 1998	2167285	75262770
ANDALEX (design only)	June 23, 1998	2167284	75262769
WEST RIDGE	July 8, 2003	2734953	78163916
WEST RIDGE (design only)	August 10, 2004	2871414	78163928

## II. U.S. TRADEMARK APPLICATIONS

None.

## III. TRADEMARK LICENSES

None.

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