

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stoody Company		08/14/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	260 Peachtree Street, N.E.		
Internal Address:	Suite 1800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Collateral Agent: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	0241694	BORIUM	
Registration Number:	1013145	BOROD	
Registration Number:	2485014	BRILLIANT	
Registration Number:	0951357	DYNAMANG	
Registration Number:	1740863	HYDROLOY	
Registration Number:	1036720	JET- SPRAY	
Registration Number:	0693060	NICRO MANG	
Registration Number:	2588505	ROL-COR	
Registration Number:	0926093	SOS	
Registration Number:	0212119	STOODITE	
Registration Number:	0764936	STOODY	
Registration Number:	1255801	STOODY	
Registration Number:	0777397	SUPERCHROME	

CH \$490.00 0241694

900142064

TRADEMARK  
 REEL: 004054 FRAME: 0024

Registration Number:	1885806	THERMACLAD
Registration Number:	2856455	THERMASLAG
Registration Number:	1114370	VANCAR
Registration Number:	1738170	HYDROLOY
Serial Number:	77118125	FLEXI-MIG
Serial Number:	77084857	STOODEX

#### CORRESPONDENCE DATA

Fax Number: (312)862-2200

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

Phone: 212-446-4800

Email: christine.casey@kirkland.com, hayley.smith@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 153 East 53rd Street

Address Line 2: c/o Edward Sadtler

Address Line 4: New York, NEW YORK 10022-4611

ATTORNEY DOCKET NUMBER:	35238-23
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NAME OF SUBMITTER:	Edward Sadtler
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Signature:	/Edward Sadtler/
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Date:	08/28/2009
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#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2009, by Stoodly Company, a Delaware corporation ("Grantor"), in favor of REGIONS BANK, in its capacity as Collateral Agent for Lenders.

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

WHEREAS, pursuant to that certain 2009 Amended and Restated Second Lien Credit Agreement dated as of August 14, 2009 by and among Grantor, the other Persons named therein as Borrowers, Collateral Agent and the Persons signatory thereto from time to time as Lenders and Guarantors (including all exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have duly executed and be a party to that certain Security Agreement, dated as of July 29, 2004, by and among the Grantor, the Borrowers, the Guarantors under the Credit Agreement, and Collateral Agent (as successor in interest to Credit Suisse (formerly known as Credit Suisse First Boston), pursuant to that certain Successor Second Lien Agent Agreement, dated as of August 14, 2009 by and among Collateral Agent, as Successor Agent (as defined therein), Credit Suisse, as Existing Agent (as defined therein), the Credit Parties and the Lenders) (including all exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and such Security Agreement remains in full force and effect as of the A&R Effective Date, for the benefit of the Collateral Agent and the ratable benefit of Lenders; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent any and all instruments and documents and take such further action as Collateral Agent may deem reasonably necessary to obtain the full benefits of the Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.01 of the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and Lenders, a continuing security interest in and mortgage on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses together with all prints and labels on which said Trademarks have appeared or appear, designs and general

intangibles of like nature, now existing or hereinafter adopted or acquired and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any states thereof, or any other country or subdivision thereof, to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

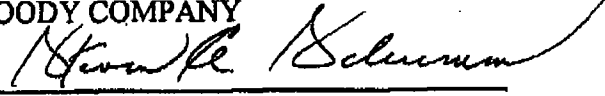
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark 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. COUNTERPARTS. This Trademark Security Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement. This Trademark Security Agreement may be authenticated by manual signature, facsimile or, if approved in writing by Collateral Agent, electronic means, all of which shall be equally valid.

[signature page follows]

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

STOODY COMPANY

By: 

Name: STEVEN A. SCHUMAN

Title: EVP- CFO

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

TRADEMARK

REEL: 004054 FRAME: 0028


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

STOODY COMPANY

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

ACCEPTED AND ACKNOWLEDGED BY:

REGIONS BANK,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: ERIC J. KNOLL  
Title: VICE PRESIDENT

SCHEDULE 1 TO  
TRADEMARK SECURITY AGREEMENT

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
BORIUM	71/256550	241694	Registered	United States of America	08-May-1928	08-May-2018
BOROD	72/467177	1013145	Registered	United States of America	10-Jun-1975	10-Jun-2015
BRILLIANT	76/096060	2485014	Registered	United States of America	04-Sep-2001	04-Sep-2011
DYNAMANG	72/416188	951357	Registered	United States of America	23-Jan-1973	23-Jan-2013
FLEXI-MIG	77/118125		Pending	United States of America		
HYDROLOY	74/271624	1740863	Registered	United States of America	22-Dec-1992	22-Dec-2012
JET-SPRAY	73/048773	1036720	Registered	United States of America	30-Mar-1976	30-Mar-2016
NICRO MANG	72/072175	693060	Registered	United States of America	16-Feb-1960	16-Feb-2010
ROL-COR	76/334966	2588505	Registered	United States of America	02-Jul-2002	02-Jul-2012
SOS	72/381322	926093	Registered	United States of America	28-Dec-1971	28-Dec-2011
STOODIX	77/084857		Pending	United States of America		
STOODITE (Stylized)	71/225529	212119	Registered	United States of America	27-Apr-1926	27-Apr-2016
STOODY	72/163669	764936	Registered	United States of America	18-Feb-1964	18-Feb-2014
STOODY	73/293887	1255801	Registered	United States of America	01-Nov-1983	01-Nov-2013
SUPERCHROME	72/163783	777397	Registered	United States of America	22-Sep-1964	22-Sep-2014
THERMACLAD	74/515041	1885806	Registered	United States of America	28-Mar-1995	28-Mar-2015

Trademark	Appl. No.	Reg. No.	Status	Country	Registration Date	Next Renewal Due
THERMASLAG	76/419966	2856455	Registered	United States of America	22-Jun-2004	22-Jun-2014
VANCAR	73/160669	1114370	Registered	United States of America	06-Mar-1979	06-Mar-2019
HYDROLOY	74/271079	1738170	Registered	United States of America	08-Dec-1992	08-Dec-2012