

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement, Collateral Assignment of Patents, Trademarks and Tradenames

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTEX INC.		12/31/2009	CORPORATION: ILLINOIS
WESTERN PIECE DYERS & FINISHERS, INC.		12/31/2009	CORPORATION: DELAWARE
R-FIVE, INC.		12/31/2009	CORPORATION: ILLINOIS
KING AMERICA FINISHING, INC.		12/31/2009	CORPORATION: ILLINOIS
WESTEX ACQUISITIONS, LLC		12/31/2009	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	10 S. Dearborn
Internal Address:	34th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1654356	INDURA
Registration Number:	1398579	VINEX

CORRESPONDENCE DATA

Fax Number: (312)456-8435
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-456-8400
 Email: munozg@gtlaw.com
 Correspondent Name: Howard E. Silverman
 Address Line 1: 77 W. Wacker Drive

900158911

**TRADEMARK
 REEL: 004180 FRAME: 0562**

CH \$65.00 1654356

Address Line 2: Greenberg Traurig, LLP - Suite 3100
Address Line 4: Chicago, ILLINOIS 60601-1732

ATTORNEY DOCKET NUMBER:	049848.010300
NAME OF SUBMITTER:	Howard E. Silverman
Signature:	/Howard E. Silverman/
Date:	04/06/2010

Total Attachments: 12
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**SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF
PATENTS, TRADEMARKS AND TRADENAMES**

THIS SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADENAMES (this "Agreement") dated as of December 31, 2009 (this "Agreement"), is entered into by and among WESTEX INC., an Illinois corporation ("Westex"), WESTERN PIECE DYERS & FINISHERS, INC. a Delaware corporation ("Western"), R-FIVE, INC., an Illinois corporation ("R-Five"), KING AMERICA FINISHING, INC., an Illinois corporation ("King America"), WESTEX ACQUISITIONS, LLC, an Illinois limited liability company ("Westex Acquisitions") (Westex, Western, R-Five, King America and Westex Acquisitions are herein, together with their respective successors and assigns, are referred collectively, jointly and severally as the "Grantors") and JPMORGAN CHASE BANK, N.A. a national banking association (herein, together with its successors and assigns, called the "Lender") with reference to the following

A. Grantors and Lender are entering into an Amended and Restated Senior Secured Credit Agreement dated as of even date herewith (as amended, restated or modified from time to time, the "Credit Agreement"), pursuant to which Lender has made and, in the future, may make loans (collectively, the "Loans") to Grantors to be used as provided in the Credit Agreement.

B. It is a condition precedent, among others, to the making of the Loans under the Credit Agreement and all other Loan Documents that the Grantors shall have executed and delivered this Agreement and granted the security interest contemplated hereby to Lender.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meaning herein which is stated in the Credit Agreement.

2. GRANT OF SECURITY INTEREST.

2.1 Patents and Trademarks. To secure the complete and timely satisfaction of all the Obligations, each Grantor hereby grants, assigns, pledges and conveys to the Lender a continuing security interest in and to all of its now owned, existing or filed and hereafter acquired, arising or filed:

(a) trademarks, tradenames, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source of business identifiers, all registrations and recordings thereof, and applications connected therewith, including, without limitation, those listed on Exhibit A attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, and the goodwill of Grantors' business which the foregoing represents (collectively, the "Trademarks").

(b) patents, all registrations and recordings thereof, and applications and documents related thereto, including without limitation, those listed on Exhibit B attached hereto and made a part hereof, all renewals of any of the foregoing, all income, royalties, damages, payments, claims, now or hereafter due and or payable, or arising with respect to any of the foregoing, and the goodwill of Grantors' business which the foregoing represents (collectively, the "Patents").

2.2 Restrictions on Future Agreements. Grantors agree that, until the Obligations shall have been paid in full, Grantors will not, except for an anticipated lease of certain trademarks by Westex to an affiliate, without the Lender's prior written consent (which shall not be unreasonably withheld) enter into any agreement, including, without limitation, a license agreement, which is inconsistent with the obligations of Grantors under this Agreement. Grantors further agree that they will not take any action or permit any action to be taken by any other Person subject to the control of the Grantors, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement, unless such action or inaction is commercially reasonable.

2.3 New Trademarks and Patents. Each Grantor represents and warrants that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the Trademarks and Patents now owned by Grantors which are registered or for which applications have been made. If, before the Obligations shall have been paid in full, Grantors shall (i) obtain any new Trademarks or Patents or rights thereto, or (ii) become entitled to the benefit of any Trademark or Patent, Grantors shall give to the Lender prompt written notice thereof. Each Grantor hereby authorizes the Lender to modify this Agreement by amending any or all of Exhibit A or Exhibit B, as applicable, to include any such Trademarks or Patents.

2.4 Term. The term of this Agreement and the assignment granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks and Patents subject to a security interest hereunder, or (ii) the payment in full of the Obligations and the termination of all Commitments.

2.5 Use of Patents and Trademarks by Grantors. No Grantor shall sell or assign its interest in, or grant any sublicense under the Trademarks and Patents (except licenses to customers and suppliers in the ordinary course of business), without the prior written consent of the Lender. From and after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted any jurisdiction with laws applicable to the Patents and Trademarks.

2.6 Releases. Upon irrevocable payment in full of the Obligations, the Lender shall execute and deliver to or at the written direction of Grantors all assignments, releases and other instruments as may be necessary or proper to terminate Lender's security interest in the Patents and Trademarks.

2.7 Duties of Grantors. Each Grantor shall: (i) use commercially reasonable efforts prosecute diligently any Trademark and Patent application pending as of the date hereof or hereafter until the Obligations shall have been paid in full, (ii) use commercially reasonable efforts to make application on unpatented but patentable inventions and on Trademarks, as appropriate, and (iii) use commercially reasonable efforts to preserve and maintain all rights in the Trademarks and Patents. Any expenses incurred in connection with such applications shall be borne by Grantors. Grantors shall not abandon any right to file a patent application or trademark application, nor shall Grantors abandon any Trademark or Patent, without the prior written consent of the Lender, unless such abandonment is commercially reasonable.

2.8 No Duties of Lender. Both prior to and after an Event of Default Lender shall have no duty to and shall not in any manner be responsible for, taking any action to maintain or protect the Patents and Trademarks.

2.9 The Lender's Right to Sue. Upon and after an occurrence of an Event of Default, the Lender shall, if Grantors refuse to bring a requested action, have the right (at its sole cost and expense),

but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Patents and, if the Lender shall commence any such suit, Grantors shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

2.10 Additional Documents. Each Grantor shall, at its sole cost and expense, execute such additional documents as Lender reasonably believes necessary to enable Lender to perfect its security interest in the Trademarks and Patents and to enable Lender to record this Agreement where such recording is customarily performed to provide perfection or notice of this Agreement.

2.11 Deliveries of Grantors. Grantors will deliver to the Lender, upon request of the Lender, evidence that appropriate filings have been made to perfect the security interest granted hereby, including, without limitation, filings with the United States Government Patent and Trademark Office, and any similar domestic or foreign office, department or agency, and in form and substance reasonably satisfactory to the Lender.

3. DEFAULT.

3.1 Remedies. Upon and after the occurrence of an Event of Default:

(a) The Lender, in its sole and absolute discretion, may:

(i) exercise with respect to the Trademarks any one or more of the rights and remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor; and

(ii) sell or otherwise dispose, including, without limitation, by the granting of licenses, of any of the Trademarks and Patents at public or private sale for cash or credit; provided, however, that Grantors shall be credited with the net proceeds of such sale or disposition only as and when such proceeds are actually received by the Lender.

(b) Grantors recognize that in the event Grantors fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, no remedy at law will provide adequate relief to the Lender, and Grantors agree that the Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(c) Any notice required to be given by the Lender of a sale, lease, or other disposition of the Trademarks and Patents, or any other intended action by the Lender, deposited in the United States mail, postage prepaid and duly addressed to Grantors at its address specified in Section 4.6 hereof (or such other address as provided by Grantors to Lender in writing) not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Grantors thereof.

(d) The Lender shall have the right at any time and from time to time, in its sole and absolute discretion, to take control, in any manner, of any item of payment for or proceeds of the Trademarks or Patents.

(e) The Lender may, if the Lender deems it reasonable, postpone or adjourn any sale of the Trademarks or Patents, or any part thereof, from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, as the case

may be, without being required to give a new notice of sale. Grantors agree that the Lender has no obligations to preserve rights against prior parties to the Trademarks and Patents.

(f) All cash proceeds received by the Lender in respect of any sale of, collection from, or other realization upon all or any part of the Trademarks and Patents may, in the discretion of the Lender, be held by the Lender as collateral for, and/or then or at any time thereafter applied (after payment of any reasonable amounts payable to the Lender for costs of selling the Trademarks and Patents) in whole or in part by the Lender for the benefit of the Lender against all or any part of the Obligations in such order as the Lender shall elect. Any surplus of such cash or cash proceeds held by the Lender and remaining after payment in full of all the Obligations shall be paid over to Grantors or to whomsoever may be lawfully entitled to receive such surplus, and any deficiency remaining after application of such cash or cash proceeds to the Obligations shall continue to be an Obligation, for which Grantors remains liable.

(g) Each Grantor hereby agrees that the use by Lender of the Trademarks and Patents as authorized hereunder after the occurrence of an Event of Default in connection with the exercise of its remedies shall be without any liability for royalties or other related charges from Lender to Grantors.

(h) Each Grantor further agrees that upon the occurrence of and during an Event of Default, Grantors shall upon Lender's request deliver to Lender an assignment of Grantors's rights to and in the Patents and Trademarks in a form and substance reasonably acceptable to Lender.

3.2 Waivers by Grantors. Except as otherwise provided for in this Agreement, Grantors waive any bond or security which might be required by any court prior to allowing the Lender to exercise any of the Lender's remedies, and the benefit of all valuation, appraisal and exemption laws.

3.3 Cumulative Remedies. All of the Lender's rights and remedies with respect to the Trademarks and Patents, whether established hereby or by any of the other Loan Documents or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

4. MISCELLANEOUS.

4.1 Waivers. No course of dealing between Grantors and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents 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.

4.2 Severability. The provisions of this 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 Agreement in any jurisdiction.

4.3 Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2.3 hereof or by a writing signed by the parties hereto.

4.4 Binding Effect: Benefits. This Agreement shall be binding upon Grantors and their successors and assigns, and shall inure to the benefit of the Lender, its successors and assigns. The Trademarks subject to a security interest under this Agreement may not be assigned by Grantors to a third party, except by permission of the Lender (which Lender may withhold in its reasonable discretion), in which event this Agreement shall be binding upon Grantors's assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

4.6 Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered and deemed received as provided in the Credit Agreement.

4.7 Headings. The section titles and headings in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are for convenience of reference only.

4.8 Gender. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter.

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IN WITNESS WHEREOF, this Security Agreement of Patents, Trademarks and Tradenames has been executed as of the date first above written.

GRANTOR:

LENDER:

WESTEX INC., an Illinois corporation

JPMORGAN CHASE BANK, N.A.

By: [Signature]
Printed Name: DANIEL T. BISHOFF
Title: PRESIDENT

By: [Signature]
Printed Name: KATHLEEN M. HANPACH
Title: VICE PRESIDENT

WESTERN PIECE BYERS & FINISHERS, INC., a Delaware corporation

By: [Signature]
Printed Name: GEORGE ROSSINI, III
Title: PRESIDENT

R-FIVE, INC., an Illinois corporation

By: [Signature]
Printed Name: DANIEL BAKER
Title: PRESIDENT

KING AMERICA FINISHING, INC., an Illinois corporation

By: [Signature]
Printed Name: GEORGE ROSSINI, III
Title: C.E.O.

WESTEX ACQUISITIONS, LLC, an Illinois limited liability company

By: [Signature]
Printed Name: DANIEL T. BISHOFF
Title: SOLE MEMBER REPRESENTATIVE

STATE OF ILLINOIS)

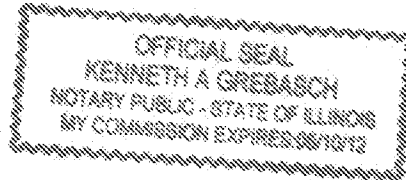
COUNTY OF COOK) SS.

I, Kenneth Grebasch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ~~Daniel Biscotti~~ Personally known to me to be the PRESIDENT of WESTEX, LLC and ILLINOIS CORPORATION, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of January 2010.

Kenneth A. Grebasch
Notary Public

My commission expires: 6/10/12



STATE OF ILLINOIS)

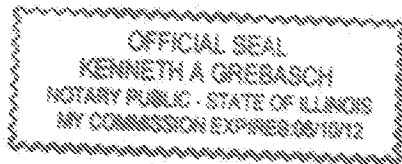
COUNTY OF COOK) SS.

I, Kenneth Grebasch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Koutouzas Personally known to me to be the PRESIDENT of WESTEX POWER SYSTEMS + SERVICES, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of January 2010.

Kenneth A. Grebasch
Notary Public

My commission expires: 6/10/12



STATE OF ILLINOIS)

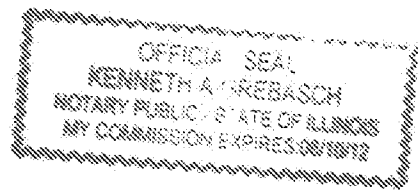
COUNTY OF COOK) SS.

I, Kenneth Grebasch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Baker Personally known to me to be the President of RFE, Inc., a Illinois corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January 2010.

Kenneth Grebasch
Notary Public

My commission expires: 6/10/12



STATE OF ILLINOIS)

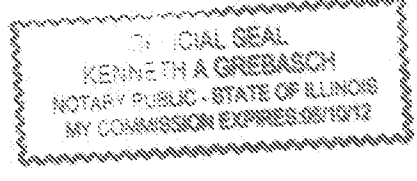
COUNTY OF COOK) SS.

I, Kenneth Grebasch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Reiner Personally known to me to be the C.E.O. of KING AMERICA PRODUCTS, Inc., a Illinois corporation whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January 2010.

Kenneth Grebasch
Notary Public

My commission expires: 6/10/12



STATE OF ILLINOIS)

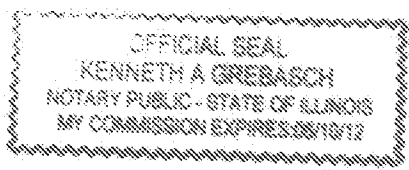
COUNTY OF Cook) SS.

I, Kenneth Grebasch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel J. Biscione personally known to me to be the sole member of Water Acquisition, LLC, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of January, 2010.

Kenneth A. Grebasch
Notary Public

My commission expires: 6/18/12



STATE OF Illinois)

COUNTY OF Cook) SS.

Stephen Polinski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Katharine M. Haupt personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes and in the capacity therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of January 2010.

Stephen Polinski
Notary Public

My commission expires: 1/30/2011

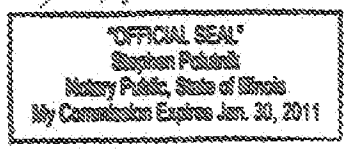


EXHIBIT A
Trademarks

Indura

FR7a

UltraSoft

Vinex

EXHIBIT B
Patents

None