

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
FILTRAN LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
FLUID TECHNOLOGIES, INC.		10/30/2009	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK TRUST AND COMPANY
Street Address:	120 South LaSalle Street, Suite 200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2552195	WEARSCOPE
Registration Number:	2519784	SYNFORM
Registration Number:	2664754	FLUID TECHNOLOGIES, INC.
Registration Number:	2829112	THE BEAST
Registration Number:	2798630	IFS
Registration Number:	3373411	SUFIS
Registration Number:	2875425	V-PORE
Registration Number:	2726213	
Registration Number:	3225979	DOUBLE DUTY
Registration Number:	3382438	THE TRAP
Registration Number:	3389439	COMBIMEDIA
Registration Number:	2375166	GOLDSTRIPE
Registration Number:	2416790	FILTRAN

TRADEMARK

900159821

REEL: 004187 FRAME: 0183

OP \$340.00 2552195

CORRESPONDENCE DATA

Fax Number: (312)863-7806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
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Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6613.006
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/16/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Trademark Security Agreement**") made as of this 30th day of October, 2009, by FILTRAN LLC, a Delaware limited liability company ("**Borrower**") and FLUID TECHNOLOGIES, INC., an Oklahoma corporation ("**FTI**") (each, a "**Company**" and together, the "**Companies**") in favor of THE PRIVATEBANK TRUST AND COMPANY ("**Lender**") with an office at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603:

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith, including, without limitation, that certain Security Agreement ("**Security Agreement**") dated of even date herewith among FTI, Filtran Holdings LLC and Lender (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 Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by each Company to Lender, of a security interest in certain of such Company's assets, including, without limitation, its trademarks 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 Financing Agreements. The Financing Agreements 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 Liabilities (as defined in the Security Agreement) and the Obligations, as applicable, each Company hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in such Company's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, 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**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of such Company's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Company warrants and represents to Lender 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 such Trademark is presently subsisting;

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

(iii) such Company has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) such Company has the unqualified right to execute and deliver this Trademark Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Company agrees that until the Obligations and Liabilities, as applicable, shall have been satisfied in full and the Financing Agreements shall have been terminated, such Company shall not, without the prior written consent of Lender, 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 Lender under this Trademark Security Agreement.

5. New Trademarks. Each Company represents and warrants that, based on a diligent investigation by such Company, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by such Company. If, before the Obligations and Liabilities, as applicable, shall have been satisfied in full or before the Financing Agreements have been terminated, either Company shall (i) become aware of any existing Trademarks of which such Company has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Trademark Security Agreement above shall automatically apply thereto and such Company shall give to Lender prompt written notice thereof. Each Company hereby authorizes Lender to modify this Trademark Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Trademark Security Agreement shall extend until the payment in full of the Obligations and Liabilities, as applicable, and the termination of the Financing Agreements. Each Company agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to such Company.

7. Product Quality. Each Company agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Companies agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the applicable Company under the Trademarks.

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

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Companies, jointly and severally. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender 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 Companies and until paid shall constitute Obligations and Liabilities, as applicable.

10. Duties of Borrower. Each Company shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations and Liabilities, as applicable, shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations and Liabilities, as applicable, under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Companies shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Companies shall promptly, upon demand,

reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Companies and Lender, nor any failure to exercise, nor any delay in exercising, on the part of 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.

13. Severability. The provisions of this Trademark 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 Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark 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.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's 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. Each Company hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as a Company's true and lawful attorney-in-fact, with power to (i) endorse such Company's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) 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. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations and Liabilities, as applicable, shall have been paid in full and the Financing Agreements have been terminated. Each Company acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Trademark 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.

16. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon each Company and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

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

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

19. Further Assurances. Each Company agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Trademark Security Agreement and agreements set forth herein.

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

[Signature Page Follows]

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

FILTRAN LLC

By Beet Wall
Name Beet Wall
Title President

FLUID TECHNOLOGIES, INC.

By Beet Wall
Name Beet Wall
Title President

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST
COMPANY

By _____
Name _____
Title _____

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

FILTRAN LLC

By _____
Name _____
Title _____

FLUID TECHNOLOGIES, INC.

By _____
Name _____
Title _____

Agreed and Accepted
As of the Date First Written Above

THE PRIVATEBANK AND TRUST
COMPANY

By Susan Lanz
Name Susan Lanz
Title Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Status	Reg. No./ Appln. No.	Reg. Date/ Filing Date	Company
US	WEARSCOPE	Registered	2,552,195	26-Mar-02	Filtran LLC
US	SYNFORM	Registered	2,519,784	18-Dec-01	Fluid Technologies, Inc.
US	FLUID TECHNOLOGIES, INC.	Registered	2,664,754	17-Dec-02	Fluid Technologies, Inc.
US	THE BEAST	Registered	2,829,112	06-Apr-04	Filtran LLC
JP	FILTRAN	Registered	4386906	26-May-00	Filtran LLC
EM	FILTRAN	Registered	000986414	18-Jan-00	Filtran LLC
CA	FILTRAN	Registered	TMA523643	23-Feb-00	Filtran LLC
US	IFS	Registered	2,798,630	23-Dec-03	Filtran LLC
CN	FILTRAN	Registered	3269314	21-Sep-03	Filtran LLC
CN	FILTRAN	Registered	3269313	21-Dec-03	Filtran LLC
CN	FILTRAN	Registered	3269312	14-Aug-03	Filtran LLC
CN	FILTRAN	Registered	3269315	28-May-04	Filtran LLC
CN	FILTRAN	Registered	3395934	14-Oct-04	Filtran LLC
CN	V-PORE	Registered	3491080	07-Aug-04	Filtran LLC
CN	MICROFELT	Registered	3491078	07-Aug-04	Filtran LLC
CN	SEALED POWER	Registered	3491079	07-Aug-04	Filtran LLC
MX	FILTRAN	Registered	791546	20-May-03	Filtran LLC
BR	FILTRAN	Registered	825424062	29-May-07	Filtran LLC
VE	FILTRAN	Pending	6824	28-May-03	Filtran LLC
AU	FILTRAN	Registered	949464	03-Apr-03	Filtran LLC
HK	FILTRAN	Registered	300009125	23-Apr-03	Filtran LLC
KR	FILTRAN	Registered	591086	24-Aug-04	Filtran LLC
TW	FILTRAN	Registered	01145557	16-Apr-05	Filtran LLC
RU	FILTRAN	Registered	274536	02-Sep-04	Filtran LLC
CO	FILTRAN	Registered	278397	15-Jan-04	Filtran LLC
EC	FILTRAN	Registered	27170-03	29-Dec-03	Filtran LLC
PA	FILTRAN	Registered	129863	04-Jun-04	Filtran LLC
MY	FILTRAN	Registered	03004923	24-Jan-06	Filtran LLC
SG	FILTRAN	Registered	T03/06116A	28-Apr-03	Filtran LLC
TH	FILTRAN	Registered	TM198416	17-Apr-03	Filtran LLC
SA	FILTRAN	Registered	734/46	26-Jun-04	Filtran LLC
IL	FILTRAN	Registered	164042	14-Apr-04	Filtran LLC
AE	FILTRAN	Registered	48152	14-Aug-04	Filtran LLC
IN	FILTRAN	Registered	1192799	19-Feb-05	Filtran LLC
CN	SEALED SEAM ZERO LEAK	Registered	3529808	28-Mar-08	Filtran LLC
EM	SEALED SEAM ZERO LEAK	Registered	003138261	17-Apr-03	Filtran LLC
JP	SEALED SEAM ZERO LEAK	Registered	4748266	20-Feb-04	Filtran LLC
CN	SEALED SEAM	Registered	3529809	28-Dec-07	Filtran LLC
JP	SEALED SEAM	Registered	4748265	20-Feb-04	Filtran LLC
EM	ZERO LEAK	Registered	3139541	29-Aug-05	Filtran LLC
JP	ZERO LEAK	Registered	4748264	20-Feb-04	Filtran LLC
EM	V-PORE	Registered	3138732	17-Apr-03	Filtran LLC

Country	Trademark	Status	Reg. No./ Appln. No.	Reg. Date/ Filing Date	Company
JP	V-PORE	Registered	4760640	06-May-04	Filtran LLC
MX	FILTRAN	Registered	791547	20-May-03	Filtran LLC
TW	FILTRAN	Registered	01166407	01-Aug-05	Filtran LLC
IL	FILTRAN	Registered	164043	05-May-04	Filtran LLC
TH	FILTRAN	Registered	TM198417	17-Apr-03	Filtran LLC
CN	FILTRAN	Registered	3541365	28-Jan-05	Filtran LLC
MY	FILTRAN	Registered	2003/04924	28-Apr-03	Filtran LLC
IN	FILTRAN	Registered	1192798	28-Dec-05	Filtran LLC
BR	FILTRAN	Registered	825424054	29-May-07	Filtran LLC
SG	FILTRAN	Registered	T03/06117TZ	28-Apr-03	Filtran LLC
VE	FILTRAN	Pending	6825	28-May-03	Filtran LLC
AE	FILTRAN	Registered	46170	04-Jun-04	Filtran LLC
SA	FILTRAN	Registered	725/23	26-Apr-04	Filtran LLC
CO	FILTRAN	Registered	278398	15-Jan-04	Filtran LLC
PA	FILTRAN	Registered	129864	04-Jun-04	Filtran LLC
EC	FILTRAN	Registered	27171-03	29-Dec-03	Filtran LLC
US	SUFIS	Registered	3,373,411	22-Jan-08	Filtran LLC
JP	SUFIS	Registered	4901626	14-Oct-05	Filtran LLC
KR	SUFIS	Registered	615902	27-Apr-05	Filtran LLC
US	V-PORE	Registered	2,875,425	17-Aug-04	Filtran LLC
CN	FILTRAN (chinese version)	Registered	4168198	07-Nov-06	Filtran LLC
US	(Gold Stripe Design)	Registered	2,726,213	17-Jun-03	Filtran LLC
US	DOUBLE DUTY	Registered	3,225,979	03-Apr-07	Filtran LLC
US	THE TRAP	Registered	3,382,438	12-Feb-08	Filtran LLC
US	COMBIMEDIA	Registered	3,389,439	26-Feb-08	Filtran LLC
US	GOLDSTRIPE	Registered	2,375,166	08-Aug-00	Filtran LLC
US	FILTRAN	Registered	2,416,790	02-Jan-00	Filtran LLC
CN	SUFIS	Registered	4026931	28-May-06	Filtran LLC