

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
First Bank Business Capital, Inc.		04/11/2010	CORPORATION: MISSOURI
J-B Weld Company, LLC		04/11/2010	LIMITED LIABILITY COMPANY: COLORADO

**RECEIVING PARTY DATA**

<b>Name:</b>	FirstMerit Bank, N.A.
<b>Street Address:</b>	III Cascade Plaza
<b>Internal Address:</b>	CAS 80
<b>City:</b>	Akron
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44308
<b>Entity Type:</b>	National Association: OHIO

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1008265	J-B WELD
Registration Number:	1227984	J-B INDUSTRO WELD
Registration Number:	1300056	J-B WELD
Registration Number:	1431642	DON'T SCRAP IT! J-B IT!
Registration Number:	1105838	
Registration Number:	1897915	WATERWELD
Registration Number:	1895771	JB KWIK
Registration Number:	2032175	JB WELD
Registration Number:	2640399	J-B STIK WELD
Registration Number:	3273207	J-B MINI
Serial Number:	76650855	J-B MINI

CH \$290.00 1008265

CORRESPONDENCE DATA

Fax Number: (202)298-7570  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-625-3500  
Email: allen.rose@kattenlaw.com  
Correspondent Name: Allen Rose / Katten Muchin Rosenman LLP  
Address Line 1: 2900 K Street NW  
Address Line 2: Suite 200  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5118

ATTORNEY DOCKET NUMBER:	215137-00009
NAME OF SUBMITTER:	Allen Rose
Signature:	/allen rose/
Date:	05/05/2010

Total Attachments: 7  
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## AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

112 This Amendment and Assignment of Trademark Security Agreement dated as of ~~March~~ <sup>Apr 1</sup> 2010 (this "*Amendment and Transfer Agreement*"), is made by and among First Bank Business Capital, Inc., in its capacity as the Agent under the Credit Agreement resigning as such on the date hereof pursuant to one or more separate agreements (as such, the "*Resigning Agent*"), FirstMerit Bank, N.A., in its capacity as the entity succeeding to the rights, duties and powers of or as Agent under the Credit Agreement in place of the Resigning Agent on the date hereof pursuant to such separate agreements (as such, the "*Successor Agent*"), and J-B Weld Company, LLC, a Colorado limited liability company ("*Borrower*").

### RECITALS

WHEREAS, Borrower executed that certain Trademark Security Agreement dated as of December 29, 2008 (as amended, supplemented or otherwise modified to date, the "*Trademark Agreement*") in favor of Resigning Agent, in its capacity as Agent for Lenders under the Credit and Security Agreement by and among Resigning Agent, Borrower and the Lenders party thereto, dated December 29, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*");

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to the Resigning Agent, as Agent under the Credit Agreement, a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Agreement), including the registered trademarks and trademark applications referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Loan Purchase Agreement dated as of November 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*") by and between First Bank Business Capital, Inc. and FirstMerit Bank, N.A., First Bank Business Capital, Inc. has, among other things, sold and assigned to FirstMerit Bank all of First Bank Business Capital, Inc.'s rights, title and interest in and to the loans and other advances made by or commitments of First Bank Business Capital, Inc. under or pursuant to the Credit Agreement;

WHEREAS, in connection with the foregoing loan sale and pursuant to one or more separate agreements, consents, assignments or other instruments entered into on or prior to the date hereof between Resigning Agent and Successor Agent and, if applicable, the borrower(s) under the Credit Agreement (such separate agreements, consents, assignments or other instruments, the "*Agency Transfer Documents*"), the Resigning Agent has resigned as "Agent" under the Credit Agreement and the other Security Documents, as applicable (including the Trademark Agreement), and the Successor Agent has been appointed as "Agent" under the Credit Agreement, in each case effective as of the date hereof;

WHEREAS, pursuant to the Agency Transfer Documents, taken as a whole, Resigning Agent has assigned to the Successor Agent all of the Resigning Agent's rights, remedies, duties,

title, interests and obligations as Agent under the Credit Agreement and the other Security Documents, including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which Resigning Agent was granted liens on and security interests in any real or personal property of Borrower (such assignment, the "*Agency Transfer*");

WHEREAS, the Successor Agent has accepted the appointment of Agent and the Agency Transfer from Resigning Agent;

WHEREAS, Borrower hereby grants and reaffirms its grant of such security interest to secure the complete and timely payment and satisfaction of the Obligations in favor of Successor Agent in its capacity as Agent under the Credit Agreement; and

WHEREAS, the parties hereto desire to execute this Amendment and Transfer Agreement for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the Agency Transfer, (ii) evidencing in any filing office where the Trademark Agreement was filed the Agency Transfer, and (iii) reaffirming the grant of such security interest in favor of Successor Agent, as Agent under the Credit Agreement and the other Security Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Resigning Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that FirstMerit Bank, N.A. shall replace First Bank Business Capital, Inc. (formerly known as FB Commercial Finance, Inc.) as "Secured Party" under the Trademark Agreement. All references to "Secured Party" in the Trademark Agreement shall hereinafter refer to FirstMerit Bank, N.A, in its capacity as Agent under the Credit Agreement.

3. Assignment. In connection with the Agency Transfer, Resigning Agent does hereby assign and transfer all of its right, title and interests in, to and under the Trademark Agreement, and all obligations of Resigning Agent thereunder, to Successor Agent. Successor Agent hereby accepts such assignment and assumes all obligations of Resigning Agent under the Trademark Agreement. The execution and delivery of this Amendment and Transfer Agreement shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment and Transfer Agreement, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by Successor Agent, or by its successors and assigns, against Borrower.

4. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Successor Agent, in its capacity as Agent under the Credit Agreement, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing (until all of the Obligations have been paid in full) security interest in Borrower's entire right, title and interest in and to the Trademark

Collateral. Nothing contained in this Paragraph 4 shall have the effect of limiting the security interest in the Trademark Collateral granted in favor of the Successor Agent (as successor by assignment to Resigning Agent) under and pursuant to the Trademark Agreement, as amended hereby.

5. Indemnity; Expenses. Resigning Agent and Successor Agent agree, jointly and severally, to indemnify, defend and hold harmless Borrower and any of its subsidiaries, affiliates all present and future officers, directors, employees and agents of the foregoing from and against (i) any and all transfer taxes, documentary taxes, assessments or charges made by any governmental authority by reason of the execution and delivery of this Agreement and the other Agency Transfer Documents, and (ii) any claims by and between Resigning Agent and Successor Agent, to the extent not related to a breach of the Credit Agreement by Borrower. Resigning Agent and Successor Agent, jointly and severally, agree to reimburse Borrower all reasonable costs and expenses incurred by Borrower in connection with the execution and review of this Agreement and any other documents or agreements related to the Agency Transfer, including but not limited to the Agency Transfer Documents, in the maximum amount of up to \$1500.

6. Severability. In case any provision of or obligation under this Amendment and Transfer Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

7. Section Titles. Section and subsection titles in this Amendment and Transfer Agreement are included for convenience of reference only, do not constitute a part of this Amendment and Transfer Agreement for any other purpose, and have no substantive effect.

8. Successors and Assigns. This Amendment and Transfer Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. APPLICABLE LAW. THIS AMENDMENT AND TRANSFER AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

10. Counterparts. This Amendment and Transfer Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Transfer Agreement..

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC. (formerly known as FB COMMERCIAL FINANCE, INC.), as Resigning Agent and assignor hereunder

By: Walter Castillo  
Name: Walter Castillo  
Title: Vice President

FIRSTMERIT BANK, N.A., as Successor Agent and assignee hereunder

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

J-B Weld Company, LLC, a Colorado limited liability company

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC. (formerly known as FB COMMERCIAL FINANCE, INC.), as Resigning Agent and assignor hereunder

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

FIRSTMERIT BANK, N.A., as Successor Agent and assignee hereunder

By: David G. Goodall  
Name: David G. Goodall  
Title: Executive Vice President

J-B Weld Company, LLC, a Colorado limited liability company

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

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC. (formerly known as FB COMMERCIAL FINANCE, INC.), as Resigning Agent and assignor hereunder

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

FIRSTMERIT BANK, N.A., as Successor Agent and assignee hereunder

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

J-B Weld Company, LLC, a Colorado limited liability company

By: Carlton E. Hansen  
Name: Carlton E. Hansen  
Title: C.E.O.

## ATTACHMENT 1

### U.S. TRADEMARK REGISTRATIONS

- 1) Mark: J-B WELD, U.S. Trademark Number 1,008,265, filed 4/08/1975.
- 2) Mark: J-B INDUSTRO WELD, U.S. Trademark Number 1,227,984, filed 2/22/1983.
- 3) Mark: J-B WELD and Design, U.S. Trademark Number 1,300,056, filed 10/16/1984.
- 4) Mark: DON'T SCRAP IT! J-B IT!, U.S. Trademark Number 1,431,642, filed 3/10/1987.
- 5) Mark: VALVE (Design Only), U.S. Trademark Number 1,105,838, filed 11/14/1978.
- 6) Mark: WATERWELD, U.S. Trademark Number 1,897,915, filed 6/06/1995.
- 7) Mark: JB KWIK & Design, U.S. Trademark Number 1,895,771, filed 5/30/1995.
- 8) Mark: J-B WELD (LOGO), U.S. Trademark Number 2,032,175, filed 1/21/1997.
- 9) Mark: J-B STIK WELD, U.S. Trademark Number 2,640,399, filed 10/22/2002.
- 10) Mark: J-B MINI, U.S. Trademark Number 3,273,207, filed 8/07/2007.

### U.S. TRADEMARK APPLICATIONS

- 1) Mark: J-B MINI, U.S. Trademark Number 76,650,855, pending.