

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RFD Beaufort Inc.		03/25/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lloyds TSB Bank plc		
<b>Street Address:</b>	10 Gresham Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC2V 7AE		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1085948	CREWSAVER	
<b>Registration Number:</b>	3408716	ELLIOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-610-6300		
<b>Email:</b>	john.flynn@federalresearch.com		
<b>Correspondent Name:</b>	Yana Lantsberg		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 2:</b>	Allen & Overy LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	454403		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			

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**900161946**

**TRADEMARK  
 REEL: 004204 FRAME: 0211**

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

John Flynn

Signature:

/JF/

Date:

05/12/2010

Total Attachments: 5

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EXECUTION VERSION

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, RFD Beaufort Inc., a Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Survitec Group (Holdings) Limited (previously known as Hurricanedrift Limited), a company incorporated in England and Wales and Survitec Group (Finance 3) Limited (previously known as Cyclonedrift Limited), a company incorporated in England and Wales, have entered into a Facilities Agreement dated as of January 28, 2010 (said Facilities Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Facilities Agreement") with, among others, Lloyds TSB Bank plc, as Security Agent and Facility Agent for the Finance Parties as that term is defined in the Facilities Agreement (in such capacity, "Security Agent"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of March 25, 2010 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "Security Agreement"), among Grantor, Security Agent and the other grantors named therein, Grantor has created in favor of the Security Agent for the benefit of the Secured Parties (as that term is defined in the Security Agreement, the "Secured Parties") a security interest in, and the Security Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Security Agent pursuant to the Security Agreement, Grantor hereby grants to the Security Agent for the benefit of the Secured Parties a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all

EXECUTION VERSION

goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25<sup>th</sup> day of March, 2010.

RFD Seafort Inc.

By: *D. J. Abbott*  
Name: David J. Abbott  
Title: PRESIDENT

Signature page to Trademark Agreement

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/Appi. Number</u>	<u>Registration/Appi. Date</u>
RFD Beaufort Inc.	Crewsaver	1,085,948	February 21, 1978
RFD Beaufort Inc.	Elliot	3,408,716	April 8, 2008