

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tensator Group Limited		08/31/2010	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lloyds TSB Bank plc		
<b>Street Address:</b>	125 Colmore Row		
<b>Internal Address:</b>	PO Box 6000		
<b>City:</b>	Birmingham		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	B1 1BZ		
<b>Entity Type:</b>	Public Limited Company:		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2779498	LAWRENCE	
Registration Number:	2897643	T2	
Registration Number:	2917660	T2-MAX	
Registration Number:	2789298	TENZA	
Registration Number:	2644294	TG-MAX	
Registration Number:	2719436		
Registration Number:	2707211	TENSABARRIER	
Registration Number:	2775509	WWW.LAWRENCEMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300	
Registration Number:	2962282	WHO'S NEXT	
Registration Number:	2602767	ROLLABARRIER	
Registration Number:	2599380	STOWAWAY	
Registration Number:	1438074	TENSABARRIER	

CH \$565.00 2779498

Registration Number:	2616008	TENSAGUIDE
Registration Number:	3694264	ADAPTER SHIELD
Registration Number:	3735421	QUEUE SCIENCE
Registration Number:	3666276	TENSABEAM
Registration Number:	3668897	TENSACLEAR
Registration Number:	3741807	EQ
Registration Number:	3791361	TENSAMEDIA
Registration Number:	3779395	QUEUE WAY
Serial Number:	77649580	TENSABOWL
Serial Number:	77884393	INQ-TV

**CORRESPONDENCE DATA**

Fax Number: (212)918-3100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-909-0649  
Email: michael.garber@hoganlovells.com  
Correspondent Name: Michael Ian Garber  
Address Line 1: 875 Third Avenue  
Address Line 2: Hogan Lovells US LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 002381-000011

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER: Michael Ian Garber

Signature: /Michael Garber/

Date: 10/05/2010

Total Attachments: 7  
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**TRADEMARK**

**REEL: 004290 FRAME: 0186**

EXECUTION COPY

**PATENT AND TRADEMARK SECURITY AGREEMENT**

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Patent and Trademark Agreement") is made this 31st day of August, 2010, between Tensator Group Limited (the "Grantor") and Lloyds TSB Bank plc (the "Lender").

**WITNESSETH:**

WHEREAS, pursuant to the Facilities Agreement, dated as of August 5, 2008 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Facilities Agreement") among Re Tensator Holdings Limited (the "Parent"), Tensator Holdings Limited, Tensator Group Limited, Tensator Limited and Tensabarrier Limited, each a limited liability company duly incorporated under the law of England and Wales (the "Borrowers"), as borrowers; the Parent, the Borrowers, Tensator, Inc. and Lawrence Metal Products, Inc., as guarantors; and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to Clause 21 of the Facilities Agreement, to guarantee certain obligations of the Borrowers;

WHEREAS, the Grantor, among others, and the Lender have entered into a Security Agreement dated as of August 4, 2008 (as the same has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Patent and Trademark Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Facilities Agreement and to induce the Lender to make extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Lender as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Facilities Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.**  
As security for the full payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's entire right, title and interest in the following (the "Collateral"), whether now owned or hereafter acquired:

(a) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license

royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights, including all of Grantor's right to the trademarks and trademark registrations listed on Schedule I attached hereto, as the same may be updated hereafter from time to time;

(b) Each of the patents and patent applications, including their continuations, continuations-in-part, divisions, re-examinations, and reissues which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights, including all of Grantor's right, title, and interest, in and to the patents and patent applications listed on Schedule II attached hereto, as the same may be updated hereafter from time to time;

(c) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(e) The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(f) All accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(g) All products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding anything to the contrary contained herein, this Patent and Trademark Agreement shall not constitute a grant of a security interest in any United States intent-to-use trademark application to the extent that (and solely during the period in which) such

grant of a security interest would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent and Trademark Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the 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. AUTHORIZATION TO SUPPLEMENT. The Grantor hereby authorizes the Lender unilaterally to modify this Patent and Trademark Agreement by amending Schedule I or Schedule II, whichever the case may be, to include any new trademark rights or patent rights of the Grantor which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Patent and Trademark Agreement or amend Schedule I or Schedule II, whichever the case may be, shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II.

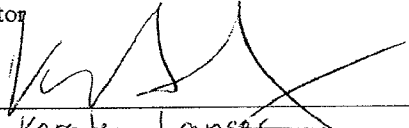
5. COUNTERPARTS. This Patent and Trademark Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. THIS PATENT AND TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY PLEDGED COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

[signature page follows]

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

TENSATOR GROUP LIMITED  
as Grantor

By:   
Name: Karsten Langer  
Title: Director

ACCEPTED AND ACKNOWLEDGED BY:

LLOYDS TSB BANK PLC

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

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

TENSATOR GROUP LIMITED  
as Grantor

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

ACCEPTED AND ACKNOWLEDGED BY:

LLOYDS TSB BANK PLC

By: JSmith  
Name: JONATHAN SMITH  
Title: ASSOCIATE DIRECTOR

**SCHEDULE I**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Trademarks			
Trademark	Trademark Number	Jurisdiction	Owner
LAWRENCE	2,779,498	U.S.	Tensator Group Limited
T2	2,897,643	U.S.	Tensator Group Limited
T2-MAX	2,917,660	U.S.	Tensator Group Limited
TENSA	2,789,298	U.S.	Tensator Group Limited
TG-MAX	2,644,294	U.S.	Tensator Group Limited
Design (Tape Spool Logo)	2,719,436	U.S.	Tensator Group Limited
TENSABARRIER and Design	2,707,211	U.S.	Tensator Group Limited
WWW.LAWRENCEMETAL.COM TENSA BARRIER BAY SHORE, N.Y. 631-666-0300 and Design	2,775,509	U.S.	Tensator Group Limited
WHO'S NEXT	2,962,282	U.S.	Tensator Group Limited
ROLLABARRIER	2,602,767	U.S.	Tensator Group Limited
STOWAWAY	2,599,380	U.S.	Tensator Group Limited
TENSABARRIER	1,438,074	U.S.	Tensator Group Limited
TENSAGUIDE	2,616,008	U.S.	Tensator Group Limited
ADAPTER SHIELD	3,694,264	U.S.	Tensator Group Limited
QUEUE SCIENCE	3,735,421	U.S.	Tensator Group Limited
TENSABEAM plus Design	3,666,276	U.S.	Tensator Group Limited
TENSACLEAR	3,668,897	U.S.	Tensator Group Limited
eQ	3,741,807	U.S.	Tensator Group Limited
TENSAMEDIA	3,791,361	U.S.	Tensator Group Limited
QUEUE Way (design)	3,779,395	U.S.	Tensator Group Limited
TENSABOWL	77/649,580	U.S.	Tensator Group Limited
InQ-TV	77/884,393	U.S.	Tensator Group Limited



**SCHEDULE II**  
**TO**  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents		
Patent Number	Title	Owner
US 2007/0236112 <sup>1</sup>	Sneeze Guard	Tensator Group Limited

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<sup>1</sup> Not yet granted.