TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continental Industries, Inc.		10/15/2010	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Ableco, L.L.C., as agent
Street Address:	299 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0912284	CONIND
Registration Number:	0798288	CONTINENTAL
Serial Number:	77912950	DOMEXWELD
Serial Number:	77908534	EZ LITE REMOTE
Registration Number:	2944944	EZ THERMOWELD EZ LITE MOLD
Registration Number:	0822670	FASTTAP
Serial Number:	77861733	GEO-STAB
Registration Number:	2025708	ID SEAL
Registration Number:	2803571	I.D. STEEL
Registration Number:	2438889	SCOPE
Registration Number:	3763970	SDS
Serial Number:	77913038	TECTOWELD
Registration Number:	0898571	THE ELIMINATOR
Registration Number:	3517824	CI THERMOCAP

CH $415.00 0912284

Registration Number:	0673389	THERMOWELD
Registration Number:	3266151	THERMOWELD CONTACT GM GROUND ENHANCEMENT MATERIAL

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-0810
NAME OF SUBMITTER:	Marisa Davidson (014951-0810)
Signature:	/kc for md/
Date:	10/18/2010

Total Attachments: 12

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this "Agreement"), dated October 15, 2010, is by and between CONTINENTAL INDUSTRIES, INC., an Oklahoma corporation ("Grantor"), and ABLECO, L.L.C., a Delaware limited liability company, in its capacity as agent for the Lenders described below (in such capacity, together with its successors and assigns, "Agent").

W I T N E S S E T H:

WHEREAS, Grantor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto ("the Loan Agreement") among Grantor, its affiliates from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make a term loan pursuant to the terms and conditions thereof; and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Grantor pursuant thereto, Grantor has agreed to grant to Agent certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Grantor hereby grants to Agent a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Agent: (a) all of Grantor's now existing or hereafter acquired right, title and interest in and to all of Grantor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance and payment in full of all of the Obligations.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Grantor hereby represents, warrants and covenants with and to Agent that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and Grantor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Grantor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications.

(b) Grantor authorizes Agent to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C attached hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(e) Grantor shall provide Agent with thirty (30) days written notice prior to filing any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country. Upon the request of Agent, Grantor shall execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests of Agent in any Trademark.

(f) Grantor will render any assistance to Agent as Agent shall determine is necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(g) Grantor will promptly notify Agent if Grantor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Agent, Grantor, at Grantor's expense, shall join with Agent in such action as Agent, in its discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

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(h) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including legal expenses and reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof).

4. RIGHTS AND REMEDIES

Upon the occurrence of any Event of Default, and during the continuance thereof, in addition to all other rights and remedies of Agent, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever.

(b) Agent may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Grantor or any subsidiary or affiliate of Grantor.

(c) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(d) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Grantor of intended disposition of Collateral is required by law, the giving of ten (10) business days notice to Grantor in the manner set forth in the Loan Agreement of any proposed disposition shall be deemed reasonable notice thereof and Grantor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Grantor shall be liable for any deficiency.

(e) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(d) hereof, Agent may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Power of Attorney described in Section 3(d) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees.

(f) Grantor shall supply to Agent (or its designee) Grantor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold under the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

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(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York without regard to any principles of conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the State of New York except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.

(b) Grantor and Agent irrevocably consent and submit to the non-exclusive jurisdiction of the Bankruptcy Court, the Supreme Court of the State of New York, New York County and the United States District Court for the Southern District of New York, whichever Agent may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Grantor or its property).

(c) GRANTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. GRANTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT GRANTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Grantor" or "Agent" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

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(b) Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Grantor and Agent. Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between Grantor and Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Grantor's and Agent's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Grantor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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TRADEMARK
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IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

CONTINENTAL INDUSTRIES, INC., as Grantor

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

ABLECO, L.L.C., as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

CONTINENTAL INDUSTRIES, INC., as Grantor

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

ABLECO, L.L.C., as Agent

By: _____
Name: Kenn Genda
Title: Senior Managing Director

SPECIAL POWER OF ATTORNEY

STATE OF New York)
) ss.:
COUNTY OF New York)

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL INDUSTRIES, INC. ("Grantor"), having an office at 1133 Westchester Avenue, Suite N222, White Plains, NY 10604, hereby appoints and constitutes ABLECO, L.L.C., (together with its successors and assigns, "Agent"), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Grantor and Agent (the "Security Agreement") and may not be revoked until the termination of all "Financing Agreements" and indefeasible payment in full of all of the "Obligations", as each such term is defined in the Security Agreement.

October 13, 2010

CONTINENTAL INDUSTRIES, INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

STATE OF New York)
) ss.:
COUNTY OF New York)

As of this 13th day of October, 2010, before me personally came James F. McCabe, Jr., to me known, who being duly sworn, did depose and say, that he is the Senior Vice President of CONTINENTAL INDUSTRIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public

JASON SALTSBERG
Notary Public, State of New York
No. 01SA6029583
Qualified in Nassau County
Commission Expires August 23, 2013

EXHIBIT A

TRADEMARKS AND APPLICATIONS

Trademark	Registration Number	Registration Date	Renewal/Expiration Date	Trademark Application	Application/Serial Number	Application Date
Coind – USA	912,284	06/08/71	06/08/11		72/367,948	08/13/70
Continental – Canada	155,566	02/16/68	02/16/13		305012	05/17/67
Continental – USA	798,288	11/02/65	11/02/05		72/197,676	07/13/64
Domexweld	Pending	Pending	Pending		77/912,950	01/15/10
EZ Lite Remote – Brazil	Pending	Pending	Pending		Pending	07/9/10
EZ Lite Remote – Chile	Pending	Pending	Pending		Pending	07/7/10
EZ Lite Remote – Europe (CTM)	Pending	Pending	Pending		009233925	07/8/10
EZ Lite Remote – Mexico	Pending	Pending	Pending		Pending	07/6/10
EZ Lite Remote – Poland	Pending	Pending	Pending		Pending	07/08/10
EZ Lite Remote – Saudi Arabia	Pending	Pending	Pending		Pending	07/8/10
EZ Lite Remote – South Africa	Pending	Pending	Pending		Pending	07/09/10
EZ Lite Remote – Thailand	Pending	Pending	Pending		Pending	07/08/10
EZ Lite Remote – Venezuela	Pending	Pending	Pending		Pending	07/08/10
EZ Lite Remote – USA	Pending	Pending	Pending		77/908,534	01/10/10
EZThermoweld EZ Lite Mold & Design – USA	2,944,944	04/26/05	Affadavit of Use due 4/26/11		78/220,250	02/28/03
Fasttap – USA	822,670	01/24/67	01/24/17		72/234,390	12/13/65
Geo-Stab - USA	Pending	Pending	Pending		77/861,733	10/30/09
Geo-Stab – Canada	Pending	Pending	Pending		1,478,667	04/27/10
ID Seal – USA	2,025,708	12/24/96	12/24/16		75/061,715	01/31/96
I.D. Steel – USA	2,803,571	01/06/04	01/16/14		78/100,927	01/04/02
Scope – USA	2,438,889	03/27/01	03/27/11		75/479,519	05/05/98

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SDS and Design - USA	3,763,970	03/23/10	3/23/20		77/437,600	04/02/08
Tectoweld - USA	Pending	Pending	Pending		77/913,038	01/15/10
The Eliminator – USA	898,571	09/15/70	09/15/10		72/332,763	07/16/69
Thermocap - USA	3,517,824	10/14/08	10/14/18		77/312,029	10/24/07
Thermoweld – Canada	155,565	02/16/68	02/16/13		305011	05/17/67
Thermoweld – USA	673,389	02/03/59	02/03/19		48828	04/01/58
Thermoweld-China	Pending	Pending	Pending		7302378	04/03/09
Thermoweld – Mexico	Pending	Pending	Pending		1064098	01/29/10
Thermoweld – Saudi Arabia	Pending	Pending	Pending		156011	06/14/10
Thermoweld Contact GM Group Endhancement Material & Design	3,266,151	07/17/07	02/03/19		78/696,180	08/19/05

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EXHIBIT B

LICENSES

None.

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EXHIBIT C

Form of Special Power of Attorney

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that CONTINENTAL INDUSTRIES, INC. ("Grantor"), having an office at 1133 Westchester Avenue, Suite N222, White Plains, NY 10604, hereby appoints and constitutes ABLECO, L.L.C., (together with its successors and assigns, "Agent"), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor at any time after the occurrence and during the continuance of an Event of Default under the Security Agreement (as hereinafter defined):

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to any trademarks, service marks, and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Section 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to the Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Grantor and Agent (the "Security Agreement") and may not be revoked until the termination of all "Financing Agreements" and indefeasible payment in full of all of the "Obligations", as each such term is defined in the Security Agreement.

_____ __, 2010

CONTINENTAL INDUSTRIES, INC.

By: _____
Name: James F. McCabe, Jr.
Title: Senior Vice President

STATE OF _____)
) ss.:
COUNTY OF _____)

As of this ___ day of _____, 2010, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of CONTINENTAL INDUSTRIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

_____
Notary Public

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RECORDED: 10/18/2010 REEL: 004298 FRAME: 0424