

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Command Alkon Incorporated		10/28/2010	CORPORATION: DELAWARE
Command Alkon (BVI), Ltd.		10/28/2010	LIMITED LIABILITY COMPANY: BRITISH VIRGIN ISLANDS
CA Holdco, LLC		10/28/2010	LIMITED LIABILITY COMPANY: DELAWARE
Command Alkon Holdings, Inc.		10/28/2010	CORPORATION: DELAWARE
Construction Materials Technologies, Inc.		10/28/2010	CORPORATION: ALABAMA

**RECEIVING PARTY DATA**

<b>Name:</b>	D.E. Shaw Direct Capital Portfolios, L.L.C.
<b>Street Address:</b>	10000 Memorial Drive, Suite 500
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77024
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	3635331	COMMANDTRACK
Registration Number:	3796725	COMMANDOPTIMIZE
Registration Number:	3620257	COMMANDQC
Registration Number:	3273909	COMMANDASSIST
Registration Number:	2977937	COMMANDFLEET
Registration Number:	2808373	COMMANDSIGNAL
Registration Number:	2808372	COMMANDCONCRETE
Registration Number:	2808371	COMMANDAGGREGATE

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Registration Number:	2808370	COMMANDSERIES
Registration Number:	2880132	COMMANDPERFORMANCE
Registration Number:	2911482	CONAD
Registration Number:	3261427	COMMANDCOMMERCE
Registration Number:	2823983	COMMANDBATCH
Registration Number:	2782441	COMMAND ALKON
Registration Number:	3176748	INTEGRA
Serial Number:	85023793	PRECISION WATER SYSTEM
Serial Number:	77744729	WATCHER

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	026897-065 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	10/29/2010

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28 day of October, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **D. E. SHAW DIRECT CAPITAL PORTFOLIOS, L.L.C.**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 28, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Command Alkon (BVI), Ltd., a company incorporated in the British Virgin Islands ("Parent"), CA Holdco, LLC, a Delaware limited liability company ("Holdco"), Command Alkon Holdings, Inc., a Delaware corporation ("Holdings"), Command Alkon Incorporated, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of October 28, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar

terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

**8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

**9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

**10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

**11. Anything herein to the contrary notwithstanding, the liens and security interests granted by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of October 28, 2010, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor**

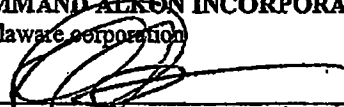
**Agreement**”), by and between Wells Fargo Capital Finance, LLC, as First Lien Agent, and D.E. Shaw Direct Capital Portfolios, L.L.C., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

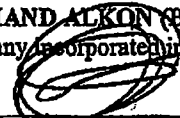
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

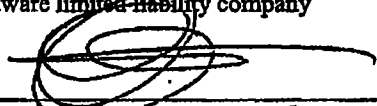
**COMMAND ALKON INCORPORATED,**  
a Delaware corporation

By:   
Name: Kenneth G. Robinson  
Title: Chairman

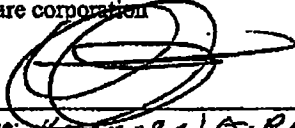
**COMMAND ALKON (BVI), LTD.,**  
a company incorporated in the British Virgin Islands

By:   
Name: Kenneth G. Robinson  
Title: President

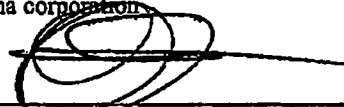
**CA HOLDCO, LLC,**  
a Delaware limited liability company

By:   
Name: Kenneth G. Robinson  
Title: Authorized Signature

**COMMAND ALKON HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Kenneth G. Robinson  
Title: President

**CONSTRUCTION MATERIALS TECHNOLOGIES, INC.,**  
an Alabama corporation

By:   
Name: Kenneth G. Robinson  
Title: President

COMMAND ALKON INCORPORATED  
TRADEMARK SECURITY AGREEMENT

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**D. E. SHAW DIRECT CAPITAL PORTFOLIOS, L.L.C.**

By: Robert F. Ladd

Name:

Robert F. Ladd

Title:

Authorized Signatory



**Schedule I**

**Trademark Registrations/Applications**

TRADEMARKS							
Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	Cl.
<b>United States</b>							
T83515US02	COMMAND ALKON	02/27/2001	76-216,536	11/11/2003	2,782,441	Registered	09
T83515US07	COMMANDaggregate	03/13/2003	76-500,647	01/27/2004	2,808,371	Registered	09
T83515US13	COMMANDASSIST	10/18/2006	77-024,019	08/07/2007	3,273,909	Registered <sup>1</sup>	09
T83515US03	COMMANDbatch	12/13/2002	76-474,694	03/16/2004	2,823,983	Registered	09
T83515US11	COMMANDcommerce	02/26/2003	76-492,519	07/10/2007	3,261,427	Registered	09
T83515US08	COMMANDconcrete	03/13/2003	76-500,648	01/27/2004	2,808,372	Registered	09
T83515US10	COMMANDfleet	12/29/2003	76-567,644	07/26/2005	2,977,937	Registered	09
T83515US18	COMMANDoptimize	10/31/2008	77-604,824	06/01/2010	3,796,725	Registered	09
T83515US05	COMMANDperformance	03/13/2003	76-500,645	08/31/2004	2,880,132	Registered	09
T03301US00	COMMANDQC	11/27/2007	77-337,992	05/12/2009	3,620,257	Registered	09
T03000US00	COMMANDschedule					Proposed	09
T83515US06	COMMANDseries	03/13/2003	76-500,646	01/27/2004	2,808,370	Registered	09
T83515US09	COMMANDsignal	03/13/2003	76-500,649	01/27/2004	2,808,373	Registered	09
T83515US04	ConAd	03/13/2003	76-500,644	12/14/2004	2,911,482	Registered	09
T04222US00	Precision Water System	04/27/2010	85-023,793			Pending <sup>2</sup>	09
T04106US00	Watcher	05/26/2009	77-744,729			Allowed <sup>3</sup>	09
	COMMANDtrack	12/22/2008	77-637,989	06/09/2009	3,635,331	Registered	09
	Integra	02/18/05	78-775,744	11/28/2006	3176748	Registered <sup>4</sup>	09
<b>INDIA</b>							
T83515IN19NJ	COMMAND ALKON	01/21/2008	1644069			Pending	09
T83515IN18NJ	COMMANDbatch	01/21/2008	1644068			Pending	09

1. Record owner at USPTO is Command Alkon Incorporated, listed as an Alabama corporation due to clerical error. Section 7 Post-Registration Amendment request filed on October 20, 2010, to correct registration certificate and record owner as Command Alkon Incorporated, a Delaware corporation.

2. Record owner at USPTO is Command Alkon Incorporated, listed as an Alabama corporation due to clerical error. Voluntary Amendment filed on October 20, 2010 to correct application and record owner as Command Alkon Incorporated, a Delaware corporation.

3. Record owner at USPTO is Command Alkon, Inc., listed as an Alabama corporation due to clerical error. Because this application remains pending, the proper avenue for correcting this clerical error would be a voluntary amendment, as in PRECISION WATER SYSTEM (see note 2 above); however, the application has been published and is awaiting a Statement of Use, which places it in an administrative period during which the USPTO will not accept or act on an amendment. A corrective amendment will be filed in connection with the Statement of Use when appropriate specimens are available.

4. Record owner at USPTO is Systech, Inc. This mark will be assigned to Command Alkon Incorporated and an assignment will be recorded at the USPTO at closing.