TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TVF Inc.		10/01/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Composed Of:	COMPOSED OF financial institution organized in CA
Street Address:	101 N. Phillips Avenue
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57104
Entity Type:	Financial Institution: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3659521	TOP VALUE FABRICS
Registration Number:	3690923	TOP VALUE MARINE
Registration Number:	2844306	TOP VALUE VINYLS

CH $90.00 3659521

CORRESPONDENCE DATA

Fax Number: (317)237-1000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (317) 237-0300
Email: inteas@bakerd.com, louis.perry@bakerd.com, stacy.webb@bakerd.com
Correspondent Name: Louis T. Perry
Address Line 1: 300 North Meridian Street
Address Line 2: Suite 2700
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	TVF INC.

NAME OF SUBMITTER:	Louis T. Perry
Signature:	/Louis T. Perry/
Date:	10/29/2010

Total Attachments: 5
source=20101027103740#page1.tif
source=20101027103740#page2.tif
source=20101027103740#page3.tif
source=20101027103740#page4.tif
source=20101027103740#page5.tif

TRADEMARK
SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2010, by TVF INC, an Indiana corporation ("Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Lender").

W I T N E S S E T H:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor and Lender are parties to that certain Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Credit Agreement") and the Security Agreement (as defined below) pursuant to which, among other things, Lender makes certain financial accommodations to Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) the Grantor enter into a Security Agreement dated as of the date hereof in favor of the Lender (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"); and (b) the Grantor execute this Trademark Security Agreement in order to grant a security interest in favor of the Lender to secure the Secured Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Secured Obligations for the benefit of the Lender and for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

[signature page follows]

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

TVF INC

By: _____
Christopher D. Fredericks, President

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Kevin Ryan, Relationship Manager

BDDB01 6356135v2

ACKNOWLEDGMENT OF GRANTOR

STATE OF Indiana)
) ss.
COUNTY OF Hamilton)

Before me, a Notary Public in and for the State of Indiana, personally appeared Christopher D. Fredericks, the President of TVF INC, who, first being duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of each of such corporation as its duly authorized officer.

Witness my hand and Notarial Seal this 1st day of October, 2010.

Debra L. Christie
Debra L. Christie, Notary Public

Resident of Morgan County, Indiana
My Commission Expires: May 4, 2015

TRADEMARK
REEL: 004307 FRAME: 0160

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Federal Registered Trademark

Name	Registration No.	Registration Date
Top Value Fabrics	3,659,521	July 21, 2009
Top Value Marine	3,690,923	October 6, 2009
Top Value Vinyls	2,844,306	May 25, 2004

Indiana Trademark Registrations

Top Value Acrylics, File No. 2003-0199, expires 3/13/2013
Top Value Vinyls, File No. 2002-0658, expires 10/7/2012

Unregistered Tradenames

- Top Value Fabrics
- Top Value Vinyls

Top Value Marine

RECORDED: 10/29/2010

TRADEMARK
REEL: 004307 FRAME: 0161