OP \$40,00 3866

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	
Strata Products Worldwide, LLC		111/09/2010	LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	U.S. Bank National Association	
Street Address:	800 Nicollet Mall	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3866212	LINK-N-LOCK

CORRESPONDENCE DATA

Fax Number: (612)340-8856

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

Phone: 612-492-6842

Email: Cadwell.Jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP

Address Line 2: 50 South Sixth Street, Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER: M218544

NAME OF SUBMITTER: Jeffrey R. Cadwell

Signature: /Jeffrey R. Cadwell/

TRADEMARK REEL: 004412 FRAME: 0402

900177105

Date:	11/10/2010
source=Trademarks - Confirmatory Grant or source=Trademarks - Confirmatory Grant or	Security Interest - Borrower (executed)-v1#page1.tif Security Interest - Borrower (executed)-v1#page2.tif Security Interest - Borrower (executed)-v1#page3.tif Security Interest - Borrower (executed)-v1#page4.tif

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 9, 2010 by and from STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, STRATA PRODUCTS WORLDWIDE, LLC (the "<u>Borrower</u>"), the Lenders and Grantee have entered into a Credit Agreement dated as of November 9, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of November 9, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of November 9, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) <u>The Security Interest.</u>

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby re-grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in <u>Exhibit A</u> now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks,

and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

STRATA PRODUCTS WORLDWIDE, LLC

By: / / / / / / / / Name: / 50 hr. 2 / / / / / / Title:

Signature Page for Grant of Security Interest in United States Trademarks (Strata Worldwide)

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Serial No.	Date Filed	Reg. No.	Date Registered	Status
LINK-N-LOCK	76/701,928	March 5, 2010	3,866,212	October 26, 2010	Registered

Exhibit A

RECORDED: 11/10/2010