

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Intellectual Property Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Preferred Compounding Corp.	FORMERLY Preferred Rubber Compounding Corp., f/k/a Deronde Acquisition Corporation	12/08/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	2100 Ross Avenue, Suite 1850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85095485	PREFERRED COMPOUNDING	
<b>Serial Number:</b>	74073406	P PREFERRED RUBBER COMPOUNDING CORP.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-758-1509		
<b>Email:</b>	vwalker@pattonboggs.com		
<b>Correspondent Name:</b>	Vicky Walker, Patton Boggs LLP		
<b>Address Line 1:</b>	2000 McKinney Avenue, Suite 1700		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	009125.0152		
<b>NAME OF SUBMITTER:</b>	Vicky Walker, Senior Paralegal		
<b>Signature:</b>	/Vicky Walker/		

OP \$65.00 85095485

Date:

12/09/2010

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of December 8, 2010, is made by the Person listed on the signature page hereof (“Grantor”) in favor of PNC Bank, National Association, as Lender (the “Lender”).

WHEREAS, PRCC HOLDINGS, INC., a Delaware corporation (“Holdings”), and PREFERRED COMPOUNDING CORP. (f/k/a Preferred Rubber Compounding Corp., f/k/a Deronde Acquisition Corporation and successor by merger with Associated Rubber Company), a Delaware corporation (“Preferred” and together with Holdings, individually, each a “Borrower” and collectively, jointly and severally, the “Borrowers”), have entered into an Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of December 8, 2010 (as amended, restated, extended, joined, supplemented, or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Lender, in its capacity as Agent;

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to the Lender a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. **Definitions**. The following terms have the meanings set forth below:

(a) “Copyrights” means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings, and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations, and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims, and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present, and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present, and future infringements thereof.

(b) “Copyright License” means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration, in each case to the extent assignable by Grantor; provided, that, Grantor

has identified on Schedule C attached hereto whether or not any of Grantor's Copyrights or Copyright registrations are not assignable.

(c) "Patents" shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the United States or any other country, all registrations, and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations, or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) "Patent License" shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by a Grantor, any written agreement granting any right to make, use, sell, and/or practice any invention or discovery that is the subject matter of a Patent, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule A attached hereto whether or not any of Grantor's Patents or Patent registrations are not assignable.

(e) "Trademarks" shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints, and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) "Trademark License" shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by Grantor; provided, that, Grantor has identified on Schedule B attached hereto whether or not any of Grantor's Trademarks or Trademark registrations are not assignable.

**SECTION 2. Grant of Security.** Grantor hereby grants to the Lender a security interest in all of Grantor's right, title, and interest in and to the following (the "Collateral"):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 3. Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

**SECTION 4. Recordation.** Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks, and any other applicable Governmental Body record this IP Security Agreement.

**SECTION 5. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 6. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 7. Governing Law.** This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to principles of conflicts of laws thereof (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

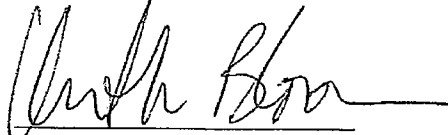
**[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]**

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

**GRANTOR:**

**PREFERRED COMPOUNDING CORP. (f/k/a  
Preferred Rubber Compounding Corp., f/k/a  
Deronde Acquisition Corporation and successor  
by merger with Associated Rubber Company), a  
Delaware corporation**

By:



Kenneth Bloom,  
President

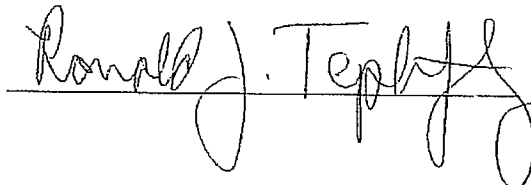
ACKNOWLEDGMENT

STATE OF OHIO :  
 :  
 : SS  
COUNTY OF CUYAHOGA :

Before me, the undersigned, a Notary Public, on this 4<sup>th</sup> day of December, 2010, personally appeared Kenneth Bloom, to me known personally, who, being by me duly sworn, did say that he is the President of Preferred Compounding Corp. (f/k/a Preferred Rubber Compounding Corp., f/k/a Deronde Acquisition Corporation and successor by merger with Associated Rubber Company), a Delaware corporation, a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Kenneth Bloom acknowledged said instrument to be his free act and deed.

(SEAL)

Notary Public  
My Commission Expires:



RONALD J. TEPLITZKY, Attorney At Law  
Notary Public - State of Ohio  
My commission has no expiration date.  
Section 147.03 R.C.

**SCHEDULE A**

**PATENTS AND PATENT LICENSES**

None.



**SCHEDULE B**

**TRADEMARKS AND TRADEMARK LICENSES**

<b>TRADEMARK</b>	<b>NUMBER</b>	<b>DATE</b>	<b>JURISDICTION OF REGISTRATION</b>
Preferred Compounding	85095485	7/29/2010	United States
P Preferred Rubber Compounding Corp.	74073406	12/3/1991	United States

**SCHEDULE C**

**COPYRIGHTS AND COPYRIGHT LICENSES**

None.