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
ETERNABOND, INC.		12/16/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation	
Street Address:	201 Merritt 7	
Internal Address:	6th Floor	
City:	Norwalk	
State/Country:	CONNECTICUT	
Postal Code:	06856-5201	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3212774	ASEAL
Registration Number:	2497931	ETERNABOND
Registration Number:	3212777	ETERNAPRIME
Registration Number:	3020324	MICROSEALANT
Registration Number:	3020323	PEEL STICK STUCK!
Registration Number:	3212775	WEBSEAL

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 S. Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK

REEL: 004436 FRAME: 0212

900179173

ATTORNEY DOCKET NUMBER:	025646-0532	
NAME OF SUBMITTER:	Zeynep Gieseke	
Signature:	/zg/	
Date:	12/19/2010	
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US Agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of March 31, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among ADCO Global, Inc. ("Holdings"), ADCO Products, Inc. ("US Term Borrower", and together with Holdings, "US Borrowers"), the other Borrowers (as defined therein), ADCO Products, Inc., as Borrower Representative, and the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto, GE Corporate Finance Bank SAS, London Branch, as European Agent (in such capacity, together with its successors and permitted assigns, the "European Agent") for itself and for European Lenders (as defined in the Credit Agreement) and the US Agent (US Agent and European Agent are sometimes referred to herein as the "Agents" and individually as a "Agent"), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein:

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agents (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the US Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of

such Grantor, hereby mortgages, pledges and hypothecates to US Agent for the benefit of the Secured Parties, and grants to US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its registered Trademarks, including, without limitation, those referred to on <u>Schedule 1</u> hereto but excluding any Excluded Property;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; and
- (e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or dilution thereof.
- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of US Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall, to the extent provided in the Guaranty and Security Agreement, assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

3

CH\1205494.2

IN WITNESS WHEREOF, each 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.

Very truly yours,

ETERNABOND, INC.

aspianic

sy: _____\<u>\</u>

Title: V. D. D. A. A.

[Signature Page to Trademark Security Agreement]



SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

United States Registered Trademarks

MARK	REG. NO.	REG. DATE	OWNER
ASEAL	3,212,774	2/27/2007	EternaBond, Inc.
ETERNABOND	2,497,931	10/16/2001	EternaBond, Inc.
ETERNAPRIME	3,212,777	2/27/2007	EternaBond, Inc.
MICROSEALANT	3,020,324	11/29/2005	EternaBond, Inc.
PEEL STICK STUCK!	3,020,323	11/29/2005	EternaBond, Inc.
WEBSEAL	3,212,775	2/27/2007	EternaBond, Inc.

Foreign Registered Trademarks

COUNTRY	MARK	REG. NO.	REG. DATE	OWNER
Canada	ETERNABOND	TMA609696	5/7/2004	EternaBond, Inc.
	MICROSEALANT			
Canada	TECHNOLOGY	TMA656833	1/18/2006	EternaBond, Inc.
Canada	Peel Stick Stuck!	TMA656779	1/18/2006	EternaBond, Inc.
CTM	ETERNABOND	004874327	1/26/2007	EternaBond, Inc.

CH\1205494.2

RECORDED: 12/19/2010