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
ILC Dover LP		12/23/2010	LIMITED PARTNERSHIP: DELAWARE
ILC Dover IP, Inc.		12/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1218064	
Registration Number:	2350491	ARMORFLEX
Registration Number:	2498554	DOVERPAC
Registration Number:	2854707	SCAPE
Registration Number:	3363401	SENTINEL XL
Registration Number:	3819811	G2PAC
Serial Number:	77630852	EZ MASK

CH $190.00 1218064

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa

Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3605037
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/23/2010

Total Attachments: 5
source=2930275#page1.tif
source=2930275#page2.tif
source=2930275#page3.tif
source=2930275#page4.tif
source=2930275#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of December 23, 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 (in its individual capacity, "*GE Capital*"), as administrative agent (in such capacity, together with its successors and permitted assigns, "*Agent*") for the Lenders, for itself, as a Lender (including as Swingline Lender) and an L/C Issuer, and for each other Secured Party (each as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of December 23, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") among ILC Dover LP, a Delaware limited partnership (the "*Borrower*"), the other Persons party thereto that are designated as a "Credit Party", GE Capital, as Agent for the Lenders and for itself as a Lender (including Swingline Lender) and an L/C Issuer, and the Lenders, the Lenders and the L/C Issuers (each as defined in the Credit Agreement) have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the "*Guaranty and Security Agreement*"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; 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 Agent 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 Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. 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 Agent for the benefit of the Secured Parties, and grants to 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*"):

TRADEMARK
REEL: 004440 FRAME: 0725

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(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; and

(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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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 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.

Section 5. Counterparts. 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.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

TRADEMARK
REEL: 004440 FRAME: 0726

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.

ILC DOVER LP, a Delaware limited partnership,
as Grantor

By: ILC DOVER 1 LLC, a Delaware limited liability company, its General Partner

By: Kenneth J. Sheedy
Name: Kenneth J. Sheedy
Its: Assistant Secretary

ILC DOVER IP, INC., a Delaware corporation,
as Grantor

By: Kenneth J. Sheedy
Name: Kenneth J. Sheedy
Its: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: _____
Title: _____

TRADEMARK
REEL: 004440 FRAME: 0727

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.

ILC DOVER LP, a Delaware limited partnership, as Grantor

By: ILC DOVER 1 LLC, a Delaware limited liability company, its General Partner

By: _____
Name: _____
Its: _____

ILC DOVER IP, INC., a Delaware corporation, as Grantor

By: _____
Name: _____
Its: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: Anton Cupk
Title: Duly Authorized Signatory

TRADEMARK
REEL: 004440 FRAME: 0728

Schedule 1

Trademarks

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	US	ILC DOVER IP, INC.	73/225405 30-JUL-1979	1218064 30-NOV-1982
ARMORFLEX	US	ILC DOVER IP, INC.	75/295125 20-MAY-1997	2350491 16-MAY-2000
DOVERPAC	US	ILC DOVER IP, INC.	75/295136 20-MAY-1997	2498554 16-OCT-2001
SCAPE	US	ILC DOVER IP, INC.	76/469486 15-NOV-2002	2854707 15-JUN-2004
SENTINEL XL	US	ILC DOVER LP	78/744684 01-NOV-2005	3363401 01-JAN-2008
G2PAC	US	ILC DOVER LP	78/810230 08-FEB-2006	3819811 13-JUL-2010
EZ MASK	US	ILC DOVER LP	77/630852 11-DEC-2008	

SF\808327.1