

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	Amended and Restated Assignment for Security														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Dymas Funding Company, LLC, as Administrative Agent</td><td></td><td>12/23/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr><tr><td>MCG Capital Corporation, as Collateral Agent</td><td></td><td>12/23/2010</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>				Name	Formerly	Execution Date	Entity Type	Dymas Funding Company, LLC, as Administrative Agent		12/23/2010	LIMITED LIABILITY COMPANY: DELAWARE	MCG Capital Corporation, as Collateral Agent		12/23/2010	CORPORATION: DELAWARE
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RECEIVING PARTY DATA															
<table border="1"><tr><td>Name:</td><td>Chase Capital Corporation, as Collateral Agent</td></tr><tr><td>Street Address:</td><td>10 S. Dearborn Street, Mailcode IL1-0548</td></tr><tr><td>City:</td><td>Chicago</td></tr><tr><td>State/Country:</td><td>ILLINOIS</td></tr><tr><td>Postal Code:</td><td>60603</td></tr><tr><td>Entity Type:</td><td>CORPORATION: DELAWARE</td></tr></table>				Name:	Chase Capital Corporation, as Collateral Agent	Street Address:	10 S. Dearborn Street, Mailcode IL1-0548	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60603	Entity Type:	CORPORATION: DELAWARE
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Street Address:	10 S. Dearborn Street, Mailcode IL1-0548														
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Postal Code:	60603														
Entity Type:	CORPORATION: DELAWARE														
PROPERTY NUMBERS Total: 1															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>77745145</td><td>SUSTAINALLOY</td></tr></tbody></table>				Property Type	Number	Word Mark	Serial Number:	77745145	SUSTAINALLOY						
Property Type	Number	Word Mark													
Serial Number:	77745145	SUSTAINALLOY													
CORRESPONDENCE DATA															
Fax Number: (312)863-7865 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
Phone: 312-201-3865															
Email: sharon.patterson@goldbergkohn.com															
Correspondent Name: Sharon Patterson, Paralegal															
Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.															
Address Line 2: Ste 3300															
Address Line 4: Chicago, ILLINOIS 60603															
ATTORNEY DOCKET NUMBER:	1075.185														
NAME OF SUBMITTER:	Sharon Patterson														

900180244

TRADEMARK
REEL: 004445 FRAME: 0582

OP \$40.00 77745145

Signature:	/sharon patterson/
Date:	01/03/2011
Total Attachments: 3 source=A&R Trademark Security Agreement (QTR)#page1.tif source=A&R Trademark Security Agreement (QTR)#page2.tif source=A&R Trademark Security Agreement (QTR)#page3.tif	

**AMENDED AND RESTATED
ASSIGNMENT FOR SECURITY**

TRADEMARKS

December 23, 2010

WHEREAS, Matrixx-QTR, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into the Third Amended and Restated Security Agreement, dated December 23, 2010 (the "Security Agreement"), in favor of Chase Capital Corporation, in its capacity as Collateral Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

WHEREAS, Assignor previously entered into (i) that certain Assignment for Security – Trademarks, dated as of July 20, 2010, in favor of Assignee (as successor in interest to Dymas Funding Company, LLC, in its capacity as Administrative Agent) and (ii) that certain Assignment for Security – Trademarks, dated as of July 20, 2010, in favor of Assignee (as successor in interest to MCG Capital Corporation, in its capacity as Collateral Agent) (collectively, the "Original Assignments for Security");

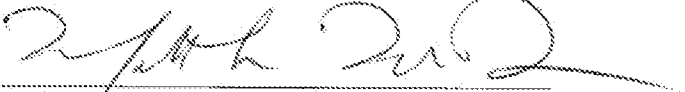
WHEREAS, Assignor desires to amend and restate the Original Assignments for Security in their entirety under this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

MATRIX-X-QTR, INC.

By: 

Name: Matthew D. McDonald

Title: Vice President

SCHEDULE 1A TO
AMENDED AND RESTATED ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by Matrixx-QTR, Inc.

	Mark	App. / Reg. No.	Country	Registration/Application Date
1.	SUSTAINALLOY	Application pending 77/745,145	U.S.	May 27, 2009