

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
Flow Acquisition, LLC		12/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2696768	FLOWPAK
Registration Number:	3846305	SUREFLO
Registration Number:	2474464	PROLONG
Registration Number:	2316673	FLAWSIL
Registration Number:	2268710	PROLUBE
Registration Number:	2254763	FLOWSPERSE
Registration Number:	2169699	PROTAC
Registration Number:	2167736	PROMIX
Registration Number:	2167735	4TEAR
Registration Number:	2647399	PROZINC

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900180349

**TRADEMARK
 REEL: 004446 FRAME: 0354**

OP \$265.00 2696768

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:

6492.019

NAME OF SUBMITTER:

Sharon Patterson

Signature:

/sharon patterson/

Date:

01/04/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of December, 2010, by Flow Acquisition, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of December 31, 2010 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of December 31, 2010 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLOW ACQUISITION, LLC

By 
Its CEO 12/30/10

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By _____
Its _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLOW ACQUISITION, LLC

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By Jeffrey J. Helm
Its Managing Director

SCHEDULE 1

U.S. TRADEMARKS

Trademark	Filing Date	Application No.	Registration Date	Registration No.
FLOWPAK	October 2, 2001	78/086,497	March 11, 2003	2,696,768
SUREFLO	July 16, 2009	77/782,860	September 7, 2010	3,846,305
PROLONG	December 10, 1999	75/868,003	July 31, 2001	2,474,464
FLowsIL	February 26, 1999	75/649,038	February 8, 2000	2,316,673
PROLUBE	April 20, 1998	75/470,915	August 10, 1999	2,268,710
FLOWSPERSE	June 9, 1997	75/305,505	June 22, 1999	2,254,763
PROTAC	August 7, 1997	75/337,457	June 30, 1998	2,169,699
PROMIX	August 7, 1997	75/337,527	June 23, 1998	2,167,736
4TEAR	August 7, 1997	75/337,526	June 23, 1998	2,167,735
PROZINC	October 11, 2001	78/087,967	November 5, 2002	2,647,399