


**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.




<p><b>1. Name of conveying party(ies):</b>          KRANOS IP CORPORATION</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation - State: <u>DELAWARE</u>  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b> <span style="float:right"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span></p> <p>Additional names, addresses, or citizenship attached?          Name: <u>KRANOS INTERMEDIATE HOLDING CORPORATION</u>          Internal Address: _____          Street Address: <u>360 N. CRESCENT DR., SOUTH BUILDING</u>          City: <u>BEVERLY HILLS</u>          State: <u>CALIFORNIA</u>          Country: <u>USA</u>      Zip: <u>90210</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input checked="" type="checkbox"/> Corporation      Citizenship <u>DELAWARE</u>  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance / Execution Date(s):</b>          Execution Date(s) <u>December 29, 2010</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____          B. Trademark Registration No.(s) <u>SEE SCHEDULE I</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>CT LIEN SOLUTIONS</u>          Internal Address: _____          Street Address: <u>187 WOLF ROAD, SUITE 101</u>          City: <u>ALBANY</u>          State: <u>NY</u>      Zip: <u>12205</u>          Phone Number: <u>800/342-3576</u>          Fax Number: <u>800/962-7049</u>          Email Address: <u>CL@CTLIEN.SALBANY@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">36</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$ 915-</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>
<p><b>8. Payment Information:</b></p> <p>a. Credit Card      Last 4 Numbers <u>5683</u>          Expiration Date <u>7/1/10</u></p> <p>b. Deposit Account Number _____          Authorized User Name _____</p>	<p><b>9. Signature:</b>  _____</p> <p style="text-align: right;">Date: <u>JANUARY 6, 2011</u></p> <p style="text-align: center;">Name of Person Signing: <u>RONALD D. LAW, ESQ.</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">73</span></p>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22314-1450

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**SCHEDULE I**  
to  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**


**Trademark Registrations/Applications**

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BMGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-84	AIR (STYLIZED) 	Canada	Renewed	684882	5/27/1991	TMA43 0123	7/8/1994	(0)	FOOTBALL HELMETS, (USED IN CANADA SINCE 4/21/87), SPORT HELMETS, NAMELY BASEBALL AND FOOTBALL HELMETS, (USED IN THE UNITED STATES).	Trademark Renewal (7/8/2024)
2817-363	"S" DESIGN IN A CIRCLE 	China P.R.	Registered	5322474	4/28/2006	5322474	8/28/2008	(028)	SPORTS PROTECTIVE PADS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; GUARDS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; BODY PROTECTORS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; HARNESS (SPORT ARTICLES); THROAT PROTECTORS; SPORT NETS; BASEBALL AND SOFTBALL BASES; FACE MASKS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALL; BASKETBALL BACKBOARDS; BALL BAGS; BASKETBALL RACKS; BALL RELEASERS; HOCKEY, LACROSSE, BASEBALL AND SOFTBALL TRAINING AIDS; BATTING TEES; PITCHING MACHINES; BALL NETS; BATTING FORM AND STANCE GUIDES; WARM-UP BATS; BASEBALL FIELD EQUIPMENT; BASES; PLATES; PITCH'S TOE PLATES; PITCHING RUBBERS; BATTING TEES; DRY LINE MARKERS; BASE ANCHORS; BASEBALL AND SOFTBALL PLAYING EQUIPMENT; BATS; BATTING GLOVES; HOCKEY PLAYING	Trademark Renewal (8/27/2019)
2817-264	"S" DESIGN IN A CIRCLE 	China P.R.	Registered	5322475	4/28/2006	5322475	5/14/2008	(09)	SPORTS HELMETS.	Trademark Renewal (5/13/2019)
2817-348	ADVANTAGE	China P.R.	Registered	5150192	2/7/2006	5150192	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS.	Trademark Renewal (7/6/2019)
2817-349	COMFORT LIFE	China P.R.	Registered	5150107	2/7/2006	5150107	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); CHEST PROTECTORS, LEG GUARDS, AND SHIN GUARDS	Trademark Renewal (7/6/2019)
2817-352	JR BLOCKER	China P.R.	Registered	5150191	2/7/2006	5150191	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS	Trademark Renewal (7/6/2019)
2817-353	JR PRO	China P.R.	Registered	5150193	2/7/2006	5150193	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS	Trademark Renewal (7/6/2019)

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BHSL Marca No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-353	SCHUTT	China P.R.	Published	5150134	2/7/2008			(028)	SPORTS PROTECTIVE PADS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; GUARDS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; BODY PROTECTORS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; STRAP LISTS FOR SECURING CATCHER'S MASK (SPORTS ARTICLES); THROAT PROTECTORS; SPORTS HITS; BASEBALL AND SOFTBALL BATS; FACE MASKS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALLS; BASKETBALL BACKBOARD; BALL RACKS; BASKETBALL RACKS; SCORER CARDS; BALL INFLATORS; HOCKEY, LACROSSE, BASEBALL AND SOFTBALL TRAINING AIDS; BATTING TEES; PITCHING MACHINES; BALL NETS; BATTING FORM AND STANCE GUIDES (SPORT ARTICLES); WARM-UP RATS; WARM-UP SLIDING PADS; BASEBALL BATS; BASEBALL PLATES; PITCHER'S TOE PLATES; PITCHING RUBBERS;	Follow Up (10/7/2016)
2817-361	SCHUTT	China P.R.	Pending	5150137	2/7/2008			(028)	SPORTS HELMETS.	Follow Up (7/28/2013)
2817-356	TORNADO	China P.R.	Registered	5150185	2/7/2008	5150185	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS.	Trademark Renewal (7/8/2015)
2817-337	TYPHOON	China P.R.	Registered	5150180	2/7/2008	5150180	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS.	Trademark Renewal (7/8/2015)
2817-235	ADVANTAGE	United States	Registered	75/232,753	5/29/2001	2,897,143	3/18/2003	(9)	ATHLETIC PROTECTIVE HELMETS, NAMELY FOOTBALL HELMETS	Trademark Renewal (3/18/2013)
2817-245	ADVANTAGE	United States	Registered	78/690,087	8/10/2005	3,159,773	3/16/2007	(28)	FOOTBALL SHOULDER PADS	US-Section 8 & 15 Affidavit Due (8th Year) 11/16/2013
2817-262	AIR	United States	Registered	74/150,931	8/5/2002	2,784,267	11/18/2003	(9)	ATHLETIC PROTECTIVE HELMETS	Trademark Renewal (11/18/2013)
2817-69	AIR AND DESIGN 	United States	Registered	73/770,119	12/19/1998	1,557,105	8/15/1999	(28)	SPORTS HELMETS, NAMELY BASEBALL AND FOOTBALL HELMETS	Trademark Renewal (8/15/2015)
2817-224	AIR PRO	United States	Registered	71/934,072	3/9/2000	2,461,374	6/19/2001	(009)	9 - BASEBALL AND SOFTBALL EQUIPMENT; NAMELY, BATTER'S AND CATCHER'S HELMETS	Trademark Renewal (6/19/2012)

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BNGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-218	AIR VARSITY	United States	Registered	74/713,065	8/9/1995	2,049,877	4/1/1997	(009)	ATHLETIC PROTECTIVE HEADGEAR	Trademark Renewal (4/1/2017)
2817-107	ARMORGUARD	United States	Registered	74/277,410	5/21/1992	1,814,485	12/28/1993	(028)	28- WIRE FACE MASKS FOR ATHLETIC HELMETS FOR FOOTBALL, HOCKEY, LACROSSE, BROOMBALL, BASEBALL AND SOFTBALL	Trademark Renewal (12/28/2013)
2817-260	ARMORGUARD ELITE	United States	Registered	78/176,086	10/18/2002	2,978,346	7/26/2005	(18)	WIRE FACE MASKS FOR FOOTBALL HELMETS	US-Section 8 & 15 Affidavit Due (6th Year) (7/26/2011)
2817-123	BULLY	United States	Registered	74/474,865	12/28/1993	1,924,734	10/3/1995	(28)	BASKETBALL GOALS	Trademark Renewal (10/3/2015)
2817-275	DVA	United States	Registered	78/287,997	8/15/2003	3,101,520	8/8/2006	(9)	ATHLETIC PROTECTIVE HELMETS	US-Section 8 & 15 Affidavit Due (6th Year) (8/8/2012)
2817-384	DVA	United States	Registered	78/979,060	7/8/2005	3,413,542	4/15/2008	(28)	FOOTBALL, LACROSSE AND HOCKEY ATHLETIC EQUIPMENT, NAMELY, FOOTBALL, LACROSSE AND HOCKEY PROTECTIVE PADDING	US-Section 8 & 15 Affidavit Due (6th Year) (4/15/2014)
2817-7	FULL-CAGE	United States	Registered	72/448,448	2/22/1973	993,757	9/24/1974	(028)	28-FACE MASKS FOR FOOTBALL HELMETS	Trademark Renewal (9/24/2014)
2817-125	GOLD-POINT	United States	Registered	74/474,861	12/28/1993	1,932,184	10/31/1995	(28)	BASKETBALL GOALS	US-Renewal Due (10/31/2015)
2817-249	GOLD-POINT ULTIMATE	United States	Registered	76/364,138	1/29/2002	2,870,086	8/3/2004	(28)	BASKETBALL GOALS	US-Section 8&15 Final Deadline (Grace) (2/3/2011)
2817-319	GPU PREMIER	United States	Registered	78/536,534	12/21/2004	3,202,723	1/23/2007	(28)	BASKETBALL GOALS, RIMS AND BACKBOARDS	US-Section 8 & 15 Affidavit Due (6th Year) (1/23/2013)
2817-168	HOLLYWOOD BASES	United States	Registered	75/268,048	4/2/1997	2,219,598	1/25/1999	(028)	28-BASEBALL BASES, HOME PLATES AND PITCHERS' SLABS AND PARTS THEREOF	Trademark Renewal (1/26/2013)
2817-207	HOLLYWOOD IMPACT	United States	Registered	74/055,028	5/2/1990	1,634,240	2/5/1991			Trademark Renewal (2/5/2011)
2817-221	JACK CORBETT	United States	Registered	74/055,033	5/2/1990	1,636,239	2/26/1991	(028)	28-TOYS AND SPORTING GOODS	Trademark Renewal (2/28/2011)

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BHGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-1A	PERMA-LACE	United States	Registered	73/061,170	8/22/1975	1,097,990	4/12/1976	(28)	BASKETBALL GOAL RINGS AND PARTS THEREOF	Trademark Renewal (4/12/2015)
2817-12A	PREP	United States	Registered	74/474,864	12/28/1993	1,928,793	10/3/1995	(28)	BASKETBALL GOALS	Trademark Renewal (10/3/2015)
2817-9	PRO-AIR	United States	Registered	73/486,336	6/21/1984	1,323,501	3/5/1985	(028)	78-ATHLETIC PROTECTIVE EQUIPMENT- NAMELY, HELMETS	Trademark Renewal (3/5/2015)
2817-23B	RECRUIT	United States	Registered	78/264,919	5/31/2001	2,722,240	6/3/2003	(9; 28)	ATHLETIC PROTECTIVE HELMETS; ATHLETIC PROTECTIVE PADS, NAMELY, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL, AND SOFTBALL	Trademark Renewal (6/3/2013)
2817-15	REGIOBALL	United States	Registered	73/072,398	12/19/1975	1,152,193	4/28/1981	(28; 7)	BASKETBALL GOALS, BASKETBALL PRACTICE REBOUNDERS, HAND HELD ATHLETIC BALL INFLATORS, MANUALLY OPERATED TABLE MOUNTED ATHLETIC BALL INFLATORS AND PARTS THEREOF; ELECTRIC ATHLETIC BALL INFLATORS AND PARTS THEREOF	Trademark Renewal (4/28/2011)
2817-213	S AND DESIGN 	United States	Registered	75/655,487	3/3/1989	2,554,553	4/2/2002	(9; 28)	HELMETS, NAMELY, HELMETS FOR FOOTBALL, BASEBALL, SOFTBALL, BICYCLING, SKATE BOARDS, IN-LINE SKATING, ROCK CLIMBING, MOUNTAIN BIKING, CANOEING, WIND SURFING, SNOW BOARDING AND SKIING; STRAPS FOR THE AFORESAID HELMETS; PROTECTIVE PADS, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL AND SOFTBALL; BASEBALL AND SOFTBALL BATS; FACE MASKS FOR FOOTBALL, BASEBALL, AND SOFTBALL; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALLS; BASKETBALL BACKBOARDS; BALL BAYS; BASKETBALL RACKS; SCOREBOARDS; BALL INFLATORS; WHISTLES; WHISTLE CORDS; BASEBALL AND SOFTBALL TRAINING AIDS, NAMELY, BATTING TEES, PITCHING MACHINES, BALL NETS, BATTING FORM AND STANCE GUIDES, WARM-UP BATS AND SLIDING PADS; BASEBALL FIELD EQUIPMENT, NAMELY, BASES, PLATES, PITCHING MUFFERS, BATTING TEES, DRY LINE MARKERS, BASE ANCHORS AND FIELD DRAPS; FOOTBALL SIDELINE EQUIPMENT; AND FOOTBALL, BASEBALL, SOFTBALL	Trademark Renewal (6/2/2012)

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BMGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-233	SCHUTT	United States	Registered	76/237,168	6/6/2001	2,597,588	7/23/2002	(9; 28)	HELMETS, NAMELY, HELMETS FOR FOOTBALL, BASEBALL, SOFTBALL, BICYCLING, SKATE BOARDING, INLINE SKATING, ROCK CLIMBING, MOUNTAIN BIKING, CANOEING, WIND SURFING, SNOW BOARDING AND SAYARING; STRAPS FOR THE AFOREMENTIONED HELMETS; COACH AND REFEREE WHISTLES AND CORDS THEREFOR; ELECTRONIC SCOREBOARDS; PROTECTIVE PADS, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL AND SOFTBALL; BASEBALL AND SOFTBALL BATS; FACE MASKS FOR FOOTBALL, BASEBALL, AND SOFTBALL; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL HOOPER; BASKETBALLS; BASKETBALL BACKBOARDS; BALL BACS; BASKETBALL RACKS; BALL INFLATORS; BASEBALL AND SOFTBALL TRAINING AIDS, NAMELY BATTING TEES, PITCHING MACHINES, BALL NETS, BATTING FORM AND STANCE GUIDES, WARM-UP BATS AND SLIDING PADS; BASEBALL FIELD EQUIPMENT; AND FOOTBALL, BASEBALL, SOFTBALL AND BASKETBALL EQUIPMENT BAGS; NON-MECHANICAL SCORE CARDS	Trademark Renewal (7/23/2012)
2817-11	SCHUTT AND'S DESIGN	United States	Registered	73/537,034	5/13/1985	1,374,032	12/3/1985	(28)	FOOTBALL FACEGUARDS, BASEBALL BATTER FACEGUARDS, FOOTBALL AND BASEBALL BATTER FACEGUARD STRAPS, BASKETBALL GOALS AND BASKETBALL REBOUNDERS	Trademark Renewal (12/3/2015)
2817-269	SLAM SERIES	United States	Registered	78/235,251	4/8/2003	3,207,268	2/13/2007	(28)	BASKETBALL GOAL SETS	US-Section 8 & 15 Affidavit Due (6th Year) (2/13/2013)
2817-6	SUPER-PRO	United States	Registered	72/312,504	11/16/1988	907,905	2/16/1991	(028)	FACE MASKS FOR FOOTBALL HELMETS	Trademark Renewal (2/16/2011)
2817-167	DUFF-PLAY	United States	Registered	75/271,342	4/8/1997	2,120,733	1/20/1998	(28)	BASKETBALL BASKETS, NETS, STANDS, BACKBOARDS AND RIMS	Trademark Renewal (1/20/2018)

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
COMFORT-FITE	US	Registered	76099142	7/28/2000	2851179	6/8/2004
COMFORT-FITE	US	Registered	76113612	8/21/2000	2851188	6/8/2004
FIT-TECH	US	Registered	76099144	7/28/2000	2700990	3/25/2003
JR BLOCKER	US	Registered	75267875	4/2/1997	2178127	8/4/1998
JR PRO	US	Registered	75267806	4/2/1997	2178125	8/4/1998
LIGHTNING	US	Registered	75268040	4/2/1997	2178129	8/4/1998
TORNADO	US	Registered	75267936	4/2/1997	2178128	8/4/1998

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIR	China	Application	5337545	N/A	N/A	N/A
DNA	China	Application	5150596	N/A	N/A	N/A
HURRICANE	China	Application	5150189	N/A	N/A	N/A
LIGHTNING	China	Application	5150455	N/A	N/A	N/A
TORNADO	China	Registered	N/A	N/A	5150188	N/A

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## **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **KRANOS INTERMEDIATE HOLDING CORPORATION**, a Delaware corporation (together with its successors and assigns, "Secured Party").

### WITNESSETH:

WHEREAS, Secured Party made a loan to **KRANOS CORPORATION**, a Delaware corporation ("Kranos"), **KRANOS IP CORPORATION**, a Delaware corporation ("Kranos IP"), and **KRANOS RE CORPORATION**, a Delaware corporation ("Kranos RE"), together with Kranos and Kranos IP are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers", which loan is evidenced by that certain Amended and Restated Secured Promissory Note, dated December 29, 2010, made by the Borrowers in favor of Secured Party in the aggregate principal amount of \$11,726,076.00 (as amended, restated, supplemented or otherwise modified from time to time, the "A&R Note"); and

WHEREAS, in connection with the A&R Note, the Grantors have entered into that certain Amended and Restated Security Agreement, dated as of December 29, 2010 (as amended, restated, supplemented or otherwise modified, the "Security Agreement"), with Secured Party; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the A&R Note.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether



now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations (other than unasserted contingent indemnification or expense reimbursement Secured Obligations). Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF**

THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. SECURED PARTY AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECURED PARTY AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. SECURED PARTY AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. IF, NOTWITHSTANDING THE FOREGOING CHOICE OF LAW AND CONSENT TO JURISDICTION PROVISIONS, ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

12. Intercreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests and obligations evidenced herein, and the exercise of any right or remedy with respect thereto, are subject to the provisions of the Intercreditor Agreement dated as of December \_\_, 2010, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo Capital Finance, LLC, as First Lien Agent (the "First Lien Agent"), and Kranos Intermediate Holding Corporation. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control. In furtherance of the foregoing, to the extent compliance by any Grantor with any provision of this Trademark Security Agreement or any other Loan Document would prohibit such Grantor from complying with any provision of the First Lien Loan Documents (as defined

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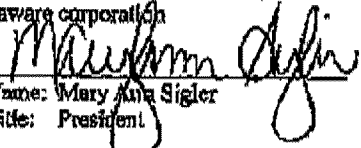
in the Intercreditor Agreement), the failure of such Grantor to comply with such provision solely to the extent necessary to permit it to comply with the applicable provision of such First Lien Loan Documents shall not be deemed a violation of this Trademark Security Agreement or such Loan Document, as the case may be, and shall not result in an Event of Default, so long as such First Lien Loan Documents are in effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

KRANOS IP CORPORATION,  
a Delaware corporation

By:   
Name: Mary Anna Sigler  
Title: President

[SIGNATURE PAGE TO A&R KRANOS TRADEMARK SECURITY AGREEMENT]

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

KRANOS INTERMEDIATE HOLDING CORPORATION, a Delaware corporation

By: Mary Ann Sigler  
Name: Mary Ann Sigler  
Title: President

[SIGNATURE PAGE TO A&R KRANOS TRADEMARK SECURITY AGREEMENT]