

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
Thilmany, LLC		02/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Revolving Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3193847	NICOLET
Registration Number:	3185437	XKL
Registration Number:	2127153	HI-FORM
Registration Number:	0903027	N
Registration Number:	0828585	THILMANY
Registration Number:	2811875	STEEL SHIELD
Registration Number:	2236058	GREASE-GARD

CORRESPONDENCE DATA

Fax Number: (800)516-6304
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 614-280-3303
 Email: Michael.Violet@wolterskluwer.com
 Correspondent Name: Michael Violet
 Address Line 1: 4400 Easton Commons Way, Suite 125

900184008

**TRADEMARK
 REEL: 004476 FRAME: 0222**

OP \$190.00 3193847

Address Line 2: CT Corporation
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	02/10/2011

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Trademark Security Agreement"), dated as of February 1, 2011, by THILMANY, LLC (the "Grantor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement (referenced below).

WITNESSETH:

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of February 1, 2011, by and among Grantor, certain of Grantor's affiliates, and Grantee (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Revolving Security Agreement");

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Trademarks (collectively, the "Trademark Collateral"), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any trademark applications filed on an intent-to-use basis in the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable law.

3. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth

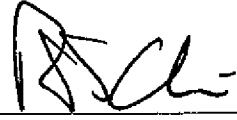
herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

THILMANY, LLC

By: 

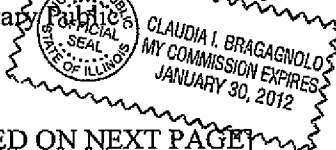
Name: Patrick T. Chambliss
Title: Vice President, Chief Financial Officer, and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois
COUNTY OF Cook, ss.

On this 28 day of Jan 2011 before me personally appeared Patrick J Chambliss proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Notary 

{seal}

[SIGNATURES CONTINUED ON NEXT PAGE]


ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Revolving Collateral Agent

By: 
Name: Erin Morrissey
Title: Vice President

By: 
Name: Enrique Landaeta
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

<u>Trademark</u>	<u>Status</u>	<u>Owner</u>	<u>Appl.No</u>	<u>Appl.Date</u>	<u>Reg.No</u>	<u>Reg.Date</u>
NICOLET	REGISTERED	THILMANY, LLC	78831137	7-Mar-06	3193847	January 2, 2007
XKL	REGISTERED	THILMANY LLC	78221195	4-Mar-03	3185437	December 19, 2006
HI-FORM	RENEWED (REGISTERED)	THILMANY LLC	75215858	19-Dec-96	2127153	January 6, 1998
	RENEWED (REGISTERED)	THILMANY LLC	72359062	7-May-70	903027	November 24, 1970
THILMANY	RENEWED (REGISTERED)	THILMANY LLC	72235730	3-Jan-66	828585	May 9, 1967
STEEL SHIELD	REGISTERED	THILMANY LLC	78188520	25-Nov-02	2811875	February 3, 2004
GREASE-GARD	RENEWED (REGISTERED)	THILMANY LLC	75186642	24-Oct-96	2236058	March 30, 1999