

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
Chromalox, Inc.		03/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3757866	ETIREX
Registration Number:	2854103	FASTSHIP
Registration Number:	2719709	INTELLITHERM
Registration Number:	2713936	VERSATHERM
Registration Number:	2681654	INTELLITRACE
Registration Number:	2171175	RAPID-TRACE
Registration Number:	1725680	WIEGAND
Registration Number:	1681885	CHROMASOFT
Registration Number:	1678395	WIEGAND
Registration Number:	1674122	CHROMATRACE
Registration Number:	1674011	WIEGAND
Registration Number:	1443000	SAFE-T-WRAP
Registration Number:	892899	CHROMALOX
Registration Number:	651689	U-RAD

OP \$440.00 3757866

Registration Number:	560678	THERMWIRE
Registration Number:	507574	FINSTRIP
Registration Number:	318138	CHROMALOX

CORRESPONDENCE DATA

Fax Number: (404)572-5134

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jhannon@kslaw.com

Correspondent Name: James M. Hannon

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

09631.009176

NAME OF SUBMITTER:

James M. Hannon

Signature:

/James M. Hannon/

Date:

03/18/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2011, is made by Chromalox, Inc., (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chromalox, Inc. ("Opco Borrower"), Chromalox Midco, Inc., as Holdco Borrower, the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and GE Capital, as administrative agent for the Lenders and L/C Issuers and for itself as a Lender (including as Swingline Lender) and as L/C Issuer, the Lenders and the L/C Issuers 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 the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is 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 the 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, Grantor hereby agrees with the 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 Grantor (the "Trademark Collateral");

(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.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses 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.

[SIGNATURE PAGES FOLLOW]

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.

CHROMALOX, INC.

as Grantor

By: 

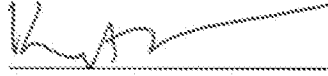
Name: Scott Dysert

Title: President and Chief
Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Kimberly Massa
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Owner</u>
ETIREX	3,757,866	3/9/2010	76/682,337	Chromalox, Inc.
FASTSHIP	2,854,103	6/15/2004	75/911,328	Chromalox, Inc.
INTELLITHERM	2,719,709	5/27/2003	76/086,069	Chromalox, Inc.
VERSATHERM	2,713,936	5/6/2003	76/007,565	Chromalox, Inc.
INTELLITRACE	2,681,654	1/28/2003	76/086,072	Chromalox, Inc.
RAPID-TRACE	2,171,175	7/7/1998	75/287,289	Chromalox, Inc.
WIEGAND	1,725,680	10/20/1992	74/800,066	Chromalox, Inc.
CHROMASOFT	1,681,885	4/7/1992	74/167,503	Chromalox, Inc.
WIEGAND	1,678,395	3/10/1992	73/815,145	Chromalox, Inc.
CHROMATRACE	1,674,122	2/4/1992	74/158,594	Chromalox, Inc.
WIEGAND	1,674,011	2/4/1992	73/816,811	Chromalox, Inc.
SAFE-T-WRAP	1,443,000	6/16/1987	73/603,865	Chromalox, Inc.
CHROMALOX (Stylized)	892,899	6/16/1970	72/325,854	Chromalox, Inc.
U-RAD	651,689	9/17/1957	72/020,001	Chromalox, Inc.
THERMWIRE (Stylized)	560,678	6/24/1952	71/609,917	Chromalox, Inc.
FINSTRIP	507,574	3/15/1949	71/527,928	Chromalox, Inc.
CHROMALOX	318,138	10/16/1934	71/351,150	Chromalox, Inc.

2. TRADEMARK APPLICATIONS

None