

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type           |
|-----------------------------|----------|----------------|-----------------------|
| FCI HOLDINGS DELAWARE, INC. |          | 04/27/2011     | CORPORATION: DELAWARE |

**RECEIVING PARTY DATA**

|                        |   |
|------------------------|---|
| <b>Name:</b>           | PNC BANK, NATIONAL ASSOCIATION, AS AGENT    |
| <b>Street Address:</b> | 500 FIRST AVENUE                            |
| <b>City:</b>           | PITTSBURGH                                  |
| <b>State/Country:</b>  | PENNSYLVANIA                                |
| <b>Postal Code:</b>    | 15219                                       |
| <b>Entity Type:</b>    | NATIONAL BANKING ASSOCIATION: UNITED STATES |

**PROPERTY NUMBERS Total: 37**

| Property Type  | Number   | Word Mark                |
|----------------|----------|--------------------------|
| Serial Number: | 76383158 | BIG JOHN                 |
| Serial Number: | 78415950 | BUDDY BAR                |
| Serial Number: | 78644478 | BUDDY NUT                |
| Serial Number: | 78735158 | BYTM                     |
| Serial Number: | 75809966 | CABLEOX                  |
| Serial Number: | 73265642 | COMBINATION              |
| Serial Number: | 77186855 | CRATER PLATE             |
| Serial Number: | 77827465 | DO BOLT                  |
| Serial Number: | 75246822 | FRICTION-LOK             |
| Serial Number: | 85220743 | IMPACT RESISTANT LAGGING |
| Serial Number: | 73582453 | INST'AL                  |
| Serial Number: | 73742975 | INSTAL                   |
| Serial Number: | 78735189 | INSTÁL CABLE             |
| Serial Number: | 78761565 | INSTÁL-PLUS              |

CH \$940.00 76383158

**900190676**

**TRADEMARK  
 REEL: 004531 FRAME: 0772**

|                |          |                                 |
|----------------|----------|---------------------------------|
| Serial Number: | 85220758 | IRL                             |
| Serial Number: | 75428429 | J-BAR                           |
| Serial Number: | 85066189 | J-CRIB                          |
| Serial Number: | 85066216 | J-SEAL                          |
| Serial Number: | 77796385 | JENNCHEM                        |
| Serial Number: | 85049491 | JENNMAR                         |
| Serial Number: | 78452075 | JM                              |
| Serial Number: | 74702099 | JM CABLE                        |
| Serial Number: | 77009644 | JM STEEL SPECIALTY PRODUCTS USA |
| Serial Number: | 78565446 | JM STEEL USA                    |
| Serial Number: | 78452796 | JM USA                          |
| Serial Number: | 74609380 | JM-TRUSS                        |
| Serial Number: | 75193965 | JMS CABLE                       |
| Serial Number: | 76383455 | LITTLE JOHN                     |
| Serial Number: | 85140011 | PYTHON                          |
| Serial Number: | 77903310 | RIP                             |
| Serial Number: | 85140000 | SAFE-T-CAP                      |
| Serial Number: | 77664788 | SGS                             |
| Serial Number: | 78938796 | SHADOW PLATE                    |
| Serial Number: | 77664803 | STRESS, GEOLOGIC AND SUPPORT    |
| Serial Number: | 78735171 | SUPER TWIST                     |
| Serial Number: | 77192059 | SUPER TWIST                     |
| Serial Number: | 77793418 | PH                              |

**CORRESPONDENCE DATA**

Fax Number: (412)594-5619  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 4125943915  
Email: lkim@tuckerlaw.com  
Correspondent Name: Lee Kim  
Address Line 1: 1500 One PPG Place  
Address Line 2: Tucker Arensberg, PC  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

|                         |                      |
|-------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 00011-119730         |
| NAME OF SUBMITTER:      | LEE KIM              |
| Signature:              | /LEE KIM, REG#53125/ |

**TRADEMARK**

**REEL: 004531 FRAME: 0773**

04/29/2011

**Total Attachments: 21**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement, dated the 27<sup>th</sup> day of April, 2011 made by FCI HOLDINGS DELAWARE, INC. a Delaware corporation (the "Grantor"), for the benefit of PNC Bank, National Association, as agent for the Banks (as hereinafter defined) ("Security Agreement").

### WITNESSETH:

WHEREAS, pursuant to a certain Second Amended and Restated Revolving Credit Term Loan and Security Agreement, dated of even date herewith, by and among the Borrowers (as defined therein), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each a "Bank" and collectively, the "Banks"), PNC Bank, as agent for the Banks (in such capacity, the "Agent") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") (i) the Banks have agreed to extend credit to the Borrowers and (ii) the Grantor has agreed, among other things, to grant to the Agent (for its benefit and for the benefit of the Banks) a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement; and

WHEREAS, the Grantor is a wholly-owned subsidiary of Frank Calandra, Inc., one of the Borrowers, and under the terms of the Credit Agreement the Borrower may borrow amounts available under the Credit Agreement for its general corporate purposes, including, without limitation, making advances to the Grantor; and

WHEREAS, the Borrower and the Grantor are engaged in related businesses, and the ability of the Borrower to borrow from time to time under the Credit Agreement is expected to be of direct and indirect material benefit to the Grantor; and

WHEREAS, the Grantor has determined, reasonably and in good faith, that (a) the Grantor will receive a material benefit from executing and delivering this Security Agreement to secure the Obligations of the Borrower under the Credit Agreement, (b) the Grantor has adequate capital to conduct its business as presently conducted and as proposed to be conducted, (c) it will be able to meet its obligations hereunder and in respect of its existing and future indebtedness and liabilities (contingent or otherwise) as and when the same shall become due and payable, and (d) it is otherwise Solvent; and

WHEREAS, as an absolute condition precedent to extending and continuing credit to the Borrowers pursuant to the Credit Agreement, the Banks have required, inter alia, that the Grantor execute and deliver to the Agent, for the benefit of the Banks, this Security Agreement; and

WHEREAS, the Grantor has determined that the execution and delivery of this Security Agreement is in its best interests and that it will derive substantial benefit, whether directly or indirectly, from the making of this Security Agreement, having regard for all relevant facts and circumstances.

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

1. Incorporation of the Credit Agreements. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations (as defined in the Credit Agreements), the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its license agreements with any other party whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Grantor 's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor 's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. The Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all Other Documents (as defined in the Credit Agreement) shall have been terminated, the Grantor will not, without the Agent's prior written consent, enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Agent (for its benefit and for the benefit of the Banks) under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. The Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of the Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by the Grantor reasonably necessary for the operation of its business as presently conducted and as presently planned to be conducted. The Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of the Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. The Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) To the Grantor's knowledge, the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the Grantor's knowledge, each of the Patents, Licenses Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) The Grantor is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Grantor is a party or any judgment or decree by which the Grantor is bound and does not require any consent under any other agreement to which the Grantor is a party or by which the Grantor is bound. The Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Agent (for its benefit and for the benefit of the Banks) following the occurrence of an Event of Default that is continuing as the grantee of the pledge of the Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) To the Grantor's knowledge, the Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. The Grantor hereby agrees that the use by the Agent (for its benefit and for the benefit of the Banks) of all Patents, Licenses, Trademarks and Copyrights of the Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Agent or the Banks to the Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been satisfied in full and the Credit Agreement and all Other Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes (as defined in the Credit Agreement) or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the Other Documents (as defined in the Credit Agreement) or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such

agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes (as defined in the Credit Agreement) or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Grantor, (iv) any amendment to or modification of the terms of the Notes (as defined in the Credit Agreement) or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Bank and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of the Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Grantor hereunder, would or might otherwise be released or discharged. The Grantor hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Grantor. Except as may be otherwise agreed to by the Agent, the Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full and the Credit Agreements shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights in accordance with its customary practices in the ordinary course of business, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantor. The Grantor shall not abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the consent of the Agent.

12. Financing Statements; Documents. The Grantor hereby authorizes the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Agent and the Grantor will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. The Grantor will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional



Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may require for the purpose of confirming the Agent's (for its benefit and for the benefit of the Banks) security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Grantor and/or the Agent to Sue. The Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of the Grantor with or without the Agent's participation. If requested by the Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Agent shall have the same rights, if any, as the Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of the Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantor, the Agent (on its behalf and on behalf of the Banks) shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Grantor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Grantor.

15. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any Other Document (as defined in the Credit Agreement) or Loan Document or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Other Documents (as defined in the Credit Agreement) but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for its benefit and for the benefit of the Banks) and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of Law provisions thereof.

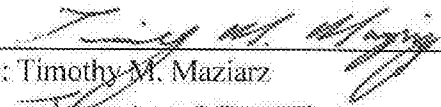
21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantor, the Agent or the Banks in accordance with the provision of this Agreement shall be given or made as provided in the Credit Agreement.

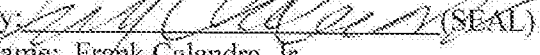
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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement on the day and year written above.

WITNESS:

FCI HOLDINGS DELAWARE, INC.

  
Name: Timothy M. Maziarz  
Title: President

By:  (SEAL)  
Name: Frank Calandra, Jr.  
Title: President



Schedule A

**PATENTS AND PATENT APPLICATIONS**

| <u>Title</u>   | <u>Serial Number</u> | <u>Filing Date</u> | <u>Publication Number</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--|----------------------|--------------------|---------------------------|----------------------|-------------------|
| BREAKABLE ROCK BOLT  | 12/444,918           | 10-11-2007         | US 2010-0028088 A1        | -                    | -                 |
| CABLE BULBING APPARATUS AND METHOD FOR FORMING BULBS IN A CABLE BOLT | 11/355,607           | 02-16-2006         | US 2006-0180230 A1        | 7,562,550            | 07-21-2009        |
| END COUPLING FOR A ROCK BOLT   | 12/203,365           | 09-03-2008         | US 2009-0074517 A1        | 7,896,579            | 03-01-2011        |
| ENGAGEMENT HEAD FOR TENSIONING ASSEMBLY                              | 12/731,531           | 03-25-2010         | US 2010-0266345 A1        | -                    | -                 |
| CABLE BOLT   | 12/039,228           | 02-28-2008         | US 2008-0247828 A1        | -                    | -                 |
| RESIN GROUTABLE EXPANSION ANCHOR AND METHOD OF INSTALLING SAME       | 11/816,860           | 02-23-2006         | US 2008-0260472 A1        | -                    | -                 |
| METHOD FOR REINFORCING ROCK WITH A TENDON                            | 09/043,708           | 03-30-1998         | -                         | 6,030,151            | 02-29-2000        |
| PLATE  | 29/343,870           | 09-21-2009         | -                         | D628,047             | 11-30-2010        |
| PROFILED DRIVER  | 29/358,130           | 03-23-2010         | -                         | -                    | -                 |
| PROFILED NUT   | 29/356,638           | 03-01-2010         | -                         | -                    | -                 |
| ROCK BOLT ASSEMBLY   | 12/865,288           | 01-30-2009         | US 2010-0310323 A1        | -                    | -                 |
| ROCK BOLT  | 11/880,468           | 07-20-2007         | US 2008-0038068 A1        | -                    | -                 |
| SELF DRILLING  | 12/192,526           | 08-15-2008         | US 2009-0074516 A1        | -                    | -                 |

|  |            |            |                    |             |  |            |  |  |
|--|------------|------------|--------------------|-------------|--|------------|--|--|
| ROCK BOLT  |            |            |                    |             |  |            |  |  |
| TENSION ASSEMBLY                                     | 12/424,974 | 04-16-2009 | US 2009-0317197 A1 | -           |  | -          |  |  |
| TENSIONING ASSEMBLY FOR A CABLE BOLT                 | 12/023,198 | 01-31-2008 | US 2008-0179575 A1 | 7,927,044   |  | 04-19-2011 |  |  |
| BEARING PLATE WITH A CONTINUOUS ELLIPTICAL EMBOSMENT | 08/173,470 | 12-23-1993 | -                  | 5,445,477   |  | 08-29-1995 |  |  |
| BEARING PLATE  | 90/006,362 | 08-23-2002 | -                  | RE35,902 C1 |  | 03-21-2006 |  |  |
| BEARING PLATE  | 08/061,841 | 05-14-1993 | -                  | 5,292,209   |  | 03-08-1994 |  |  |
| BEARING PLATE  | 08/156,066 | 11-22-1993 | -                  | 5,385,433   |  | 01-31-1995 |  |  |
| BEARING PLATE  | 08/612,128 | 03-07-1996 | -                  | RE35,902    |  | 09-22-1998 |  |  |
| CABLE BOLT DRIVER                                    | 08/601,991 | 02-15-1996 | -                  | 5,741,092   |  | 04-21-1998 |  |  |
| CABLE BOLT HEAD                                      | 08/585,319 | 01-11-1996 | -                  | 6,056,482   |  | 05-02-2000 |  |  |
| CABLE BOLT HEAD                                      | 08/652,791 | 05-23-1996 | -                  | 5,829,922   |  | 11-03-1998 |  |  |
| CABLE BOLT HEAD                                      | 09/490,344 | 01-24-2000 | -                  | 6,322,290   |  | 11-27-2001 |  |  |
| CABLE BOLT WITH MIXING DELAY DEVICE                  | 10/071,631 | 02-07-2002 | -                  | 6,612,783   |  | 09-02-2003 |  |  |
| CABLE TENSIONING DOME PLATE                          | 08/659,076 | 06-03-1996 | -                  | 5,769,570   |  | 06-23-1998 |  |  |
| COATED MINING BOLT                                   | 11/012,265 | 12-16-2004 | -                  | 7,736,738   |  | 06-15-2010 |  |  |
| COATED MINING BOLT                                   | 12/815,368 | 06-14-2010 | US 2010-0252953 A1 | -           |  | -          |  |  |
| COMBINATION BOLT SYSTEM                              | 08/848,398 | 05-08-1997 | -                  | 5,954,455   |  | 09-21-1999 |  |  |
| METHOD OF ROOF CONTROL IN AN UNDERGROUND MINE        | 08/967,220 | 10-29-1997 | -                  | 5,824,912   |  | 10-20-1998 |  |  |
| ENGINEERED MINE                                      | 61/369,317 | 07-30-2010 | -                  | -           |  | -          |  |  |

|   |            |  |            |                    |  |           |  |            |
|---|------------|--|------------|--------------------|--|-----------|--|------------|
| SEAL  |            |  |            |                    |  |           |  |            |
| EXPANDABLE BOLT WITH SHIELDED TIP   | 61/351,328 |  | 06-04-2010 | -                  |  | -         |  | -          |
| EXPANSION SHELL ASSEMBLY  | 07/790,242 |  | 11-08-1991 | -                  |  | 5,184,923 |  | 02-09-1993 |
| EXPANSION ASSEMBLY  | 07/722,125 |  | 06-27-1991 | -                  |  | 5,244,314 |  | 09-14-1993 |
| EXPANSION BAIL ANCHOR AND METHOD  | 11/890,800 |  | 08-07-2007 | US 2009-0041550 A1 |  | -         |  | -          |
| FRICTIONAL MINING BOLT  | 10/292,637 |  | 11-13-2002 | US 2004-0091323 A1 |  | 6,935,811 |  | 08-30-2005 |
| GRIT SURFACE CABLE PRODUCTS   | 09/660,819 |  | 09-13-2000 | -                  |  | 6,527,482 |  | 03-04-2003 |
| IMPACT RESISTANT LAGGING, METHOD FOR DESIGNING IMPACT RESISTANT LAGGING, AND APPARATUS FOR TESTING IMPACT RESISTANT LAGGING | 12/714,139 |  | 02-26-2010 | US 2010-0266349 A1 |  | -         |  | -          |
| CHANNEL AND BEARING PLATE ASSEMBLY  | 09/229,709 |  | 01-13-1999 | -                  |  | 6,146,056 |  | 11-14-2000 |
| IMPROVED FLANGE NUT FOR MINE ROOF BOLT  | 09/798,143 |  | 03-02-2001 | US 2001-0026746 A1 |  | 6,619,888 |  | 09-16-2003 |
| THREE-PRONG SHELL   | 09/825,798 |  | 04-04-2001 | -                  |  | 6,599,059 |  | 07-29-2003 |
| INJECTION MOLDED TORQUE NUT WITH INTERNAL RECEPTION   | 12/772,406 |  | 05-03-2010 | -                  |  | -         |  | -          |

|   |            |            |                    |           |            |
|---|------------|------------|--------------------|-----------|------------|
| TORQUE NUT HAVING AN INJECTION MOLDED BREAKAWAY INSERT        | 11/355,621 | 02-16-2006 | US 2006-0210374 A1 | 7,775,754 | 08-17-2010 |
| LONGWALL MINING ROOF CONTROL SYSTEM                           | 08/151,791 | 11-12-1993 | -                  | 5,425,601 | 06-20-1995 |
| METHOD FOR FABRICATING A TRUSS MEMBER FOR A MINE ROOF SUPPORT | 08/142,710 | 10-26-1993 | -                  | 5,450,663 | 09-19-1995 |
| METHOD AND APPARATUS FOR SUPPORTING A MINE ROOF               | 07/962,255 | 10-16-1992 | -                  | 5,302,056 | 04-12-1994 |
| METHOD OF ROOF INSTABILITY RATING                             | 10/213,581 | 08-06-2002 | US 2003-0036851 A1 | 6,832,165 | 12-14-2004 |
| MINE ROOF AND RIB SUPPORT DEVICE                              | 12/023,195 | 01-31-2008 | US 2009-0285641 A1 | 7,794,181 | 09-14-2010 |
| MINE ROOF AND RIB SUPPORT WITH REINFORCED CHANNEL             | 12/547,904 | 08-26-2009 | US 2010-0054870 A1 | -         | -          |
| MINE ROOF AND RIB SUPPORT DEVICE                              | 12/851,740 | 08-06-2010 | -                  | -         | -          |
| MINE ROOF AND RIB SUPPORT WITH VERTICAL BOLT                  | 12/758,221 | 04-12-2010 | -                  | -         | -          |
| MINE ROOF BOLT ASSEMBLY                                       | 08/433,865 | 05-02-1995 | -                  | 5,556,234 | 09-17-1996 |



|   |            |            |                    |           |            |
|---|------------|------------|--------------------|-----------|------------|
| MINE ROOF BOLT WITH END FITTING   | 12/968,459 | 12-15-2010 | -                  | -         | -          |
| MINE ROOF BOLT WITH RESIN CONTROL SURFACE                                     | 11/788,386 | 04-19-2007 | US 2008-0260471 A1 | 7,566,189 | 07-28-2009 |
| MINE ROOF SUPPORT SYSTEM  | 08/659,040 | 06-03-1996 | -                  | 5,836,720 | 11-17-1998 |
| MINE ROOF SUPPORT SYSTEM  | 09/192,743 | 11-16-1998 | -                  | 5,967,703 | 10-19-1999 |
| MINE SUPPORT HAVING A LINEARLY MOVEABLE AND/OR PIVOTING END PLATE             | 11/732,067 | 04-02-2007 | US 2008-0240868 A1 | -         | -          |
| MULTI-PIECE SPLIT BAIL EXPANSION ANCHOR                                       | 08/806,632 | 02-26-1997 | -                  | 5,762,451 | 06-09-1998 |
| NON-METALLIC REINFORCING ROD AND METHOD OF USE IN SUPPORTING A ROCK FORMATION | 08/004,076 | 01-13-1993 | -                  | 5,314,268 | 05-24-1994 |
| NON-TENSIONED FULLY GROUTED CABLE BOLT  | 61/372,210 | 08-10-2010 | -                  | -         | -          |
| PILLAR CABLE TRUSS SYSTEM   | 08/972,283 | 11-18-1997 | -                  | 5,957,627 | 09-28-1999 |
| POINT ANCHOR COATED MINE ROOF BOLT  | 11/232,163 | 09-21-2005 | US 2006-0078391 A1 | 7,073,982 | 07-11-2006 |
| POINT ANCHOR COATED MINE ROOF BOLT  | 11/474,006 | 06-23-2006 | -                  | 7,296,950 | 11-20-2007 |
| PROCESS OF  | 08/176,724 | 01-03-1994 | -                  | 5,437,830 | 08-01-1995 |

|   |            |            |                    |           |            |
|---|------------|------------|--------------------|-----------|------------|
| MAKING A ROD FOR USE IN REINFORCING AN UNDERGROUND ROCK FORMATION                   | 08/863,828 | 05-27-1997 | -                  | 5,851,481 | 12-22-1998 |
| REBAR WITH VANADIUM ALLOY   | 61/388,789 | 10-01-2010 | -                  | -         | -          |
| ROOF AND RIB SUPPORT HAVING REVERSE C-CHANNEL                                       | 07/703,162 | 05-20-1991 | -                  | 5,232,311 | 08-03-1993 |
| ROOF CONTROL SYSTEM   | 08/509,381 | 07-31-1995 | -                  | RE36,019  | 12-29-1998 |
| ROOF CONTROL SYSTEM   | 12/851,000 | 08-05-2010 | -                  | -         | -          |
| SPLICE TUBE WITH WEDGE RETAINING CAPS   | 10/457,840 | 06-09-2003 | US 2004-0018062 A1 | 7,284,933 | 10-23-2007 |
| SQUARE EMBOSSED ROOF AND RIB PLATE  | 12/543,220 | 08-18-2009 | US 2010-0042381 A1 | -         | -          |
| STRESS, GEOLOGIC, AND SUPPORT ANALYSIS METHODOLOGY FOR UNDERGROUND OPENINGS         | 11/500,173 | 08-07-2006 | US 2007-0036617 A1 | -         | -          |
| SYSTEM AND METHOD FOR MINE ROOF COUNTER BORE AND CABLE BOLT HEAD SECUREMENT THEREIN | 12/147,981 | 06-27-2008 | US 2009-0003940 A1 | -         | -          |

|  |                |            |                    |  |           |  |  |            |
|--|----------------|------------|--------------------|--|-----------|--|--|------------|
| METHOD FOR MINE ROOF COUNTER BORE AND CABLE BOLT HEAD SECUREMENT THEREIN |                |            |                    |  |           |  |  |            |
| TENSIONABLE CABLE BOLT WITH CRIMPED SHAFT                                | 61/370,604     | 08-04-2010 | -                  |  | -         |  |  | -          |
| TENSIONABLE CABLE BOLT   | 09/019,643     | 02-06-1998 | -                  |  | 6,074,134 |  |  | 06-13-2000 |
| TENSIONABLE CABLE BOLT   | 09/384,524     | 08-27-1999 | -                  |  | 6,270,290 |  |  | 08-07-2001 |
| TOUGHENED POLYETHYLENE TEREPHTHALATE                                     | 11/424,778     | 06-16-2006 | US 2006-0258782 A1 |  | 7,351,756 |  |  | 04-01-2008 |
| TRUSS SHOE WITH WEDGE RETAINING SLEEVE                                   | 12/481,017     | 06-09-2009 | US 2010-0310325 A1 |  | -         |  |  | -          |
| TRUSS SHOE WITH WEDGE RETAINING SLEEVE                                   | PCT/US10/37749 | 06-08-2010 | -                  |  | -         |  |  | -          |
| TRUSS SHOE   | 11/064,426     | 02-23-2005 | US 2005-0201837 A1 |  | 7,261,494 |  |  | 08-28-2007 |
| YIELDABLE PROP   | 10/371,377     | 02-21-2003 | US 2003-0161693 A1 |  | 7,334,968 |  |  | 02-26-2008 |
| YIELDABLE PROP   | 10/687,960     | 10-17-2003 | US 2004-0081518 A1 |  | 7,114,888 |  |  | 10-03-2006 |
| YIELDABLE PROP HAVING A YIELD SECTION                                    | 10/858,621     | 06-02-2004 | US 2004-0223815 A1 |  | 7,134,810 |  |  | 11-14-2006 |
| YIELDABLE PROP   | 11/053,086     | 02-08-2005 | US 2005-0141971 A1 |  | 7,360,971 |  |  | 04-22-2008 |
| YIELDABLE PROP HAVING A RESTRAINT ARRANGEMENT                            | 11/544,321     | 10-06-2006 | US 2007-0031197 A1 |  | 7,445,408 |  |  | 11-04-2008 |
| YIELDABLE PROP HAVING A YIELD SECTION                                    | 11/555,870     | 11-02-2006 | US 2007-0059109 A1 |  | 7,390,147 |  |  | 06-24-2008 |

|   |                |            |                    |           |            |
|---|----------------|------------|--------------------|-----------|------------|
| YIELDING BOLT AND ASSEMBLY                  | 12/873,887     | 09-01-2010 | US 2011-0052332 A1 | -         | -          |
| YIELDING BOLT AND ASSEMBLY                  | PCT/US10/47512 | 09-01-2010 | -                  | -         | -          |
| TENSIONABLE CABLE BOLT WITH MIXING ASSEMBLY | 09/019,731     | 02-06-1998 | -                  | 5,919,006 | 07-06-1999 |

Schedule B

TRADEMARKS

PENDING AND REGISTERED TRADEMARKS

| <u>Mark</u>                 | <u>Serial Number</u> | <u>Filing Date</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------------|----------------------|--------------------|----------------------------|--------------------------|
| BIG JOHN                    | 76383158             | 2002-03-15         | 2680601                    | 2003-01-28               |
| BUDDY BAR                   | 78415950             | 2004-05-10         | 2983199                    | 2005-08-09               |
| BUDDY NUT                   | 78644478             | 2005-06-06         | 3532449                    | 2008-11-11               |
| BYTM                        | 78735158             | 2005-10-18         | 3304017                    | 2007-10-02               |
| CABLE OX                    | 75809966             | 1999-09-28         | 2747617                    | 2003-08-05               |
| COMBINATION                 | 73265642             | 1980-06-09         | 1165222                    | 1981-08-18               |
| CRATER PLATE                | 77186855             | 2007-05-22         | 3627632                    | 2009-05-26               |
| DO BOLT                     | 77827465             | 2009-09-16         | -                          | -                        |
| FRICITION-LOK               | 75246822             | 1997-02-24         | 2140731                    | 1998-03-03               |
| IMPACT RESISTANT<br>LAGGING | 85220743             | 2011-01-19         | -                          | -                        |
| INST'AL                     | 73582453             | 1986-02-12         | 1442704                    | 1987-06-16               |
| INSTAL                      | 73742975             | 1988-07-29         | 1549696                    | 1989-08-01               |
| INSTAL CABLE                | 78735189             | 2005-10-18         | 3366810                    | 2008-01-08               |
| INSTAL-PLUS                 | 78761565             | 2005-11-28         | 3545213                    | 2008-12-09               |
| IRL                         | 85220758             | 2011-01-19         | -                          | -                        |
| J-BAR                       | 75428429             | 1998-02-03         | 2240588                    | 1999-04-20               |
| J-CRIB                      | 85066189             | 2010-06-18         | 3916788                    | 2011-02-08               |
| J-SEAL                      | 85066216             | 2010-06-18         | 3916789                    | 2011-02-08               |
| JENNCHEM                    | 77796385             | 2009-08-04         | -                          | -                        |
| JENNMAR                     | 85049491             | 2010-05-27         | 3934081                    | 2011-03-22               |
| JM and Design               | 78452075             | 2004-07-16         | 3067537                    | 2006-03-14               |
| JM CABLE                    | 74702099             | 1995-07-17         | 2065706                    | 1997-05-27               |
| JM STEEL                    | 77009644             | 2006-09-28         | 3270984                    | 2007-07-31               |

|                                   |          |            |         |  |            |  |
|-----------------------------------|----------|------------|---------|--|------------|--|
| SPECIALTY PRODUCTS USA and Design |          |            |         |  |            |  |
| JM STEEL USA and Design           | 78565446 | 2005-02-11 | 3288693 |  | 2007-09-04 |  |
| JM USA and Design                 | 78452796 | 2004-07-19 | 3057248 |  | 2006-02-07 |  |
| JM-TRUSS                          | 74609380 | 1994-12-12 | 1938570 |  | 1995-11-28 |  |
| JMS CABLE                         | 75193965 | 1996-11-06 | 2123406 |  | 1997-12-23 |  |
| LITTLE JOHN                       | 76383455 | 2002-03-15 | 2765383 |  | 2003-09-16 |  |
| PYTHON                            | 85140011 | 2010-09-28 | -       |  | -          |  |
| RIP                               | 77903310 | 2009-12-31 | -       |  | -          |  |
| SAFE-T-CAP                        | 85140000 | 2010-09-28 | -       |  | -          |  |
| SGS                               | 77664788 | 2009-02-06 | -       |  | -          |  |
| SHADOW PLATE                      | 78938796 | 2006-07-27 | 3367186 |  | 2008-01-08 |  |
| STRESS, GEOLOGIC AND SUPPORT      | 77664803 | 2009-02-06 | -       |  | -          |  |
| SUPER TWIST                       | 78735171 | 2005-10-18 | 3304018 |  | 2007-10-02 |  |
| SUPER TWIST                       | 77192059 | 2007-05-29 | 3535960 |  | 2008-11-25 |  |
| BYTM                              | 78735158 | 2005-10-18 | 3304017 |  | 2007-10-02 |  |
| PH                                | 77793418 | 2009-07-30 | 3752281 |  | 2010-02-23 |  |

Schedule C

**COPYRIGHTS**

Title                      Registration Date                      Registration Number

**Schedule D**

**LICENSE AGREEMENTS**

| <b><u>Title of Document</u></b> | <b><u>Licensor</u></b>      | <b><u>Licensee</u></b>                    | <b><u>Date of Execution</u></b> |
|---------------------------------|-----------------------------|---|---------------------------------|
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar Corporation of East Virginia, Inc. | 1-1-2010                        |
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar of Kentucky, Inc.                  | 1-1-2010                        |
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar of Pennsylvania, LLC               | 1-1-2010                        |
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar Corporation of Utah Inc.           | 1-1-2010                        |
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar Corporation of Virginia, Inc.      | 1-1-2010                        |
| License Agreement               | FCI Holdings Delaware, Inc. | Jenmar Corporation of West Virginia, Inc. | 1-1-2010                        |

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