

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
Protective Industries, Inc.		05/23/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3031425	NIAGARA CAPS & PLUGS
Registration Number:	3666187	FLEX500
Registration Number:	2706931	MINITHERM
Registration Number:	0682667	NIAGARA
Registration Number:	2820339	CLEARVIEW
Serial Number:	77924960	LUMIN8
Registration Number:	1209734	CAPPLUGS
Registration Number:	1004836	SLEEVE-WEB
Registration Number:	1424646	MOKON

CORRESPONDENCE DATA

Fax Number: (312)902-1061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

900192539

TRADEMARK
REEL: 004546 FRAME: 0436

CH \$240.00 3031425

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-429

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 05/23/2011

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 23, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), 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 May 23, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, 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 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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, each 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. Each 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 such 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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.

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 each 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their 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 PAGE FOLLOWS]

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.

PROTECTIVE INDUSTRIES, INC.,
a Delaware corporation, as Grantor

By: 
Name: Gregory Tucholski
Title: President and Chief Executive Officer

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	NIAGARA CAPS & PLUGS	USA	78/328,424	11/14/2003	3,031,425	12/20/2005
Protective Industries, Inc.	FLEX 500	USA	77/624,867	12/2/2008	3,666,187	8/11/2009
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	MINITHERM	USA	76/424,662	6/24/2002	2,706,931	4/15/2003
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	NIAGARA	USA	72/062,595	11/17/1958	682,667	7/28/1959
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	CLEARVIEW	USA	76/439,573	8/12/2002	2,820,339	3/2/2004
Protective Industries, Inc.	LUMIN8	USA	77/924,960	2/1/2010	Under Examination	N/A
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	CAPPLUGS	USA	73/265,115	6/5/1980	1,209,734	9/21/1982
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	SLEEVE WEB	USA	73/023,533	6/6/1974	1,004,836	2/18/1975
Protective Industries, Inc. f/k/a Shoreview, PL., Inc.	MOKON	USA	73/565,245	10/28/1985	1,424,646	1/13/1987