

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment and Modification to Intellectual Property Security Agreement, Security Agreement - Patents and Security Agreement - Trademarks made and entered into as of May 22, 2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILBERLINE MANUFACTURING CO., INC.		05/19/2011	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	CITIZENS BANK OF PENNSYLVANIA
Street Address:	3025 Chemical Road
Internal Address:	Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19426
Entity Type:	A Pennsylvania Banking Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85076956	SILPEARL
Serial Number:	85021881	LITHOSIL
Serial Number:	85021862	FLEXOSIL
Serial Number:	85021840	SHRINKSIL
Serial Number:	77969369	SILBERLINK

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8602
 Email: Svictor@stradley.com
 Correspondent Name: Sheila Victor for Rebecca J. Feinberg
 Address Line 1: Stradley Ronon Stevens & Young, LLP

900194352

**TRADEMARK
 REEL: 004560 FRAME: 0876**

CH \$140.00 85076956

Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	184880-0006
NAME OF SUBMITTER:	Sheila Victor
Signature:	/Sheila Victor/
Date:	06/14/2011

Total Attachments: 7

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**FIRST AMENDMENT AND MODIFICATION TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT, SECURITY AGREEMENT – PATENTS and SECURITY
AGREEMENT - TRADEMARKS**

This **FIRST AMENDMENT AND MODIFICATION TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, SECURITY AGREEMENT - PATENTS AND SECURITY AGREEMENT – TRADEMARKS** (this “**Modification Agreement**”) is made and entered into as of May 22, 2011, by and between **SILBERLINE MANUFACTURING CO., INC.**, a corporation formed under the laws of the state of Indiana (“**Company**”) and **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania banking institution (the “**Bank**”).

BACKGROUND

A. Reference is made to that certain Credit Agreement dated as of May 31, 2006, as amended by Amendment Number One to Credit Agreement dated as of March 26, 2007, Amendment Number Two to Credit Agreement dated as of November 4, 2008, Amendment Number Three and Waiver to Credit Agreement made effective as of November 26, 2009, Amendment Number Four to Credit Agreement effective as of August 5, 2010, certain letter amendments dated October 26, 2010, December 23, 2010, February 3, 2011 and March 2, 2011 and that certain Amendment Number Five to Credit Agreement of even date herewith the “**Fifth Amendment**”) (as may be further amended, restated, modified and supplemented from time to time, the “**Loan Agreement**”), among Silberline Manufacturing Co., Inc., an Indiana corporation (the “**Company**”), and the following subsidiaries or affiliates of the Company: Silberline Limited, formed under the laws of the United Kingdom (“**Limited**”), and Silberline Holding Co., Inc., a Delaware Corporation (“**Silberline Holding**”), and Silberline Mauritius Limited **新博來毛里求斯有限公司**, formed under the laws of the Republic of Mauritius with (“**Silberline Mauritius**”) (the Company, Limited, Silberline Holding and Silberline Mauritius, each individually a “**Borrower**” and collectively the “**Borrowers**”) and Bank.

B. Pursuant to the terms of the Loan Agreement, Company executed and delivered to Bank (i) that certain Intellectual Property Security Agreement dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “**IP Security Agreement**”), (ii) a Security Agreement - Patents dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “**Patent Security Agreement**”) which was recorded with the United States Patent and Trademark Office on December 3, 2009, Reel/Frame 023594/0188 and (iii) a Security Agreement – Trademarks dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “**Trademark Security Agreement**”) which was recorded with the United States Patent and Trademark Office on December 8, 2009, Reel/Frame 4110/0271. Capitalized terms used in this Modification Agreement and not otherwise defined shall have the meaning given thereto in the IP Security Agreement.

NOW, THEREFORE, in order to induce Bank to enter into the Fifth Amendment and for other good and valuable consideration, including, without limitation, the benefits which will accrue to the Borrowers from the foregoing, the parties, intending to be legally bound, hereby agree as follows:

1. **Supplements to Trademark Schedules.** **Exhibit “A”** to the IP Security Agreement and **Schedule A** to the Trademark Security Agreement are hereby amended to include the trademarks listed on **Exhibit “A”** attached hereto (the “**Additional Trademarks**”) and all references

in the IP Security Agreement and the Trademark Security Agreement to the “**Collateral**” and/or the “**Trademarks**” shall be deemed to include, without limitation, the Additional Trademarks.

2. **Supplements to Patent Schedules.** Exhibit “B” to the IP Security Agreement and Schedule A to the Patent Security Agreement are hereby amended to include the patents and pament applications listed on Exhibit “B” attached hereto (the “**Additional Patents**”) and all references in the IP Security Agreement and the Patent Security Agreement to the “**Collateral**” and/or the “**Patents**” shall be deemed to include, without limitation, the Additional Patents.

3. **Definitions; Amendment/References.** The IP Security Agreement and Patent Security Agreement are hereby amended to be consistent with the terms of this Modification Agreement. The definition of “**Loan Agreement**” and “**Borrowers**” set forth in the IP Security Agreement, Patent Security Agreement and Trademark Security Agreement shall be replaced with the definitions set forth in the above Background. All references in the IP Security Agreement to the “**Agreement**” shall mean the “**Agreement**” as amended hereby. All references in the Loan Agreement and the Loan Documents to the “**Intellectual Property Security Agreement**” shall mean the Intellectual Property Security Agreement as amended hereby.

4. **Modification.** This Modification Agreement shall be deemed a modification of the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement to the extent inconsistent with the IP Security Agreement, the Patent Security Agreement or the Trademark Security Agreement and no other changes or modifications in or to the IP Security Agreement, the Patent Security Agreement and/or the Trademark Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement are hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in Modification Agreement is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement, the Patent Security Agreement or the Trademark Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement are ratified and confirmed and shall remain in full force and effect.

5. **Binding Effect.** This Modification Agreement, upon due execution hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

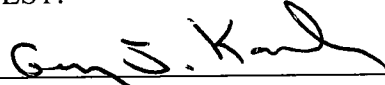
6. **Governing Law.** This Modification Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

7. **Severability.** The provisions of this Modification Agreement are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.


8. **Counterparts.** This Modification Agreement may be executed in any number of counterparts, each of which shall constitute an original and, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, Company and Bank have executed or caused Modification Agreement to be executed on the date first above written.

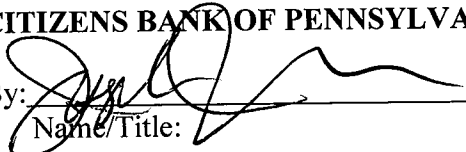
ATTEST:

By: 
Gary Karnish, Global CFO

SILBERLINE MANUFACTURING CO., INC.

By: 
Lisa Jane Scheller, CEO

CITIZENS BANK OF PENNSYLVANIA

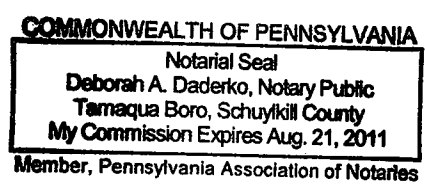
By: 
Name/Title:

STATE OF Pennsylvania :
 : ss.
COUNTY OF Schuylkill :

On the 19 day of May, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa Jane Scheller who acknowledged herself to be the Chief Executive Officer of **SILBERLINE MANUFACTURING CO., INC.**, an Indiana corporation, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SILBERLINE MANUFACTURING CO., INC.**

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Deborah A Daderko
Notary Public



STATE OF :
 : ss.
COUNTY OF :

On the _____ day of _____, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be a _____ of **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania banking institution, and that s/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **CITIZENS BANK OF PENNSYLVANIA**.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

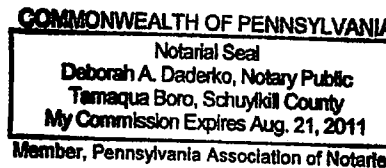
Notary Public

STATE OF Pennsylvania :
 : ss.
COUNTY OF Schuylkill :

On the 19 day of May, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa Jane Scheller who acknowledged herself to be the Chief Executive Officer of **SILBERLINE MANUFACTURING CO., INC.**, an Indiana corporation, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SILBERLINE MANUFACTURING CO., INC.**

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Deborah A Daderko
Notary Public



STATE OF PA :
 : ss.
COUNTY OF Montgomery :

On the 22 day of MAY, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Joseph J. DeLuco, Jr, who acknowledged himself/herself to be a Senior Vice President of **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania banking institution, and that s/he as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **CITIZENS BANK OF PENNSYLVANIA**.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Theresa C. Smith
Notary Public

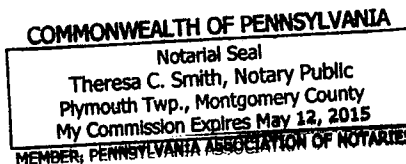


EXHIBIT A

U.S. Trademarks

<u>MARK NAME</u>	<u>SERIAL NO.</u>
SILPEARL	85076956
LITHOSIL	85021881
FLEXOSIL	85021862
SHRINKSIL	85021840
SILBERLINK	77969369

EXHIBIT B

U.S. Patents

Issued

PATENT NAME	PATENT NO.
Lamellar pigment particle dispersion	6,177,486
Lamellar pigment particle dispersion	5,773,492
Water resistant metal pigment particles	5,215,579

U.S. Patent Pending Applications

<u>Title</u>	<u>Filing Date</u>	<u>Serial No./Application No.</u>
IR REFLECTIVE MATERIAL FOR COOKING	April 16, 2009	20090095740