

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
Bridon Cordage LLC		06/22/2011	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1788212	BLACK GOLD
Registration Number:	1853676	GROWERS CHOICE
Registration Number:	1796412	MAGNUM
Registration Number:	1389147	MAGNUM
Registration Number:	1838697	MAGNUM POLYPROPYLENE BALER TWINE
Registration Number:	1569811	SIDEWINDER
Registration Number:	1677676	STINGER
Registration Number:	1852430	TOTAL-TIE
Registration Number:	2005462	TOTAL-TIE TYING TWINE
Registration Number:	1677673	ULTIMA
Registration Number:	2942844	XSR

CORRESPONDENCE DATA

Fax Number: (312)803-5299

900195305

**TRADEMARK
 REEL: 004568 FRAME: 0535**

CH \$290.00 1788212

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

Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1956705
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	06/23/2011

Total Attachments: 5
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THIS TRADEMARK SECURITY AGREEMENT, dated as of June 22, 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 June 22, 2011, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties, 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 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 each 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 Borrowers 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.

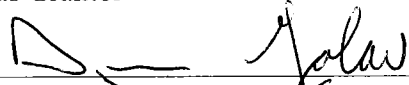
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[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.

Very truly yours,

BRIDON CORDAGE LLC
as Grantor

By: 
Name: DENNIS G. O'NEIL
Title: TREASURER

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

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.

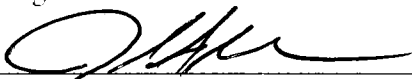
Very truly yours,

BRIDON CORDAGE LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: **Jack F. Morrone**
Title: **Duly Authorized Signatory**

BC Trademark Security Agreement

TRADEMARK
REEL: 004568 FRAME: 0540

SCHEDULE 1

Country	Mark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Class(es)	Next Renewal Date
Canada	BLACK GOLD	Registered	739597	25-Oct-1993	TMA451,778	15-Dec-1995	N/A	15-Dec-2025
Canada	MAGNUM	Registered	739589	25-Oct-1993	TMA441,474	31-Mar-1995	N/A	31-Mar-2025
Canada	MAGNUM & Design	Registered	621415	08-Dec-1988	TMA361,412	27-Oct-1989	N/A	27-Oct-2019
Canada	SIDEWINDER & Design	Registered	663774	07-Aug-1990	TMA393,908	07-Feb-1992	N/A	07-Feb-2022
Canada	ULTIMA	Registered	662757	24-Jul-1990	TMA388,776	06-Sep-1991	N/A	06-Sep-2021
USA	BLACK GOLD	Registered	74/341,669	21-Dec-1992	1,788,212	17-Aug-1993	22	17-Aug-2013
USA	GROWERS CHOICE	Registered	74/448,655	19-Oct-1993	1,853,676	13-Sep-1994	22	13-Sep-2014
USA	MAGNUM	Registered	74/353,270	28-Jan-1993	1,796,412	05-Oct-1993	22	05-Oct-2013
USA	MAGNUM & Design	Registered	73/560,808	30-Sep-1985	1,389,147	08-Apr-1986	22	08-Apr-2016
USA	MAGNUM POLYPROPYLENE BALER TWINE & Design	Registered	74/364,007	03-Mar-1993	1,838,697	07-Jun-1994	22	07-Jun-2014
USA	SIDEWINDER & Design	Registered	73/799,088	10-May-1989	1,569,811	05-Dec-1989	22	05-Dec-2009
USA	STINGER & Design	Registered	74/153,367	02-Apr-1991	1,677,676	03-Mar-1992	22	03-Mar-2012
USA	TOTAL-TIE	Registered	74/448,654	19-Oct-1993	1,852,430	06-Sep-1994	22	06-Sep-2014
USA	TOTAL-TIE TYING TWINE & Design	Registered	74/448,659	19-Oct-1993	2,005,462	08-Oct-1996	22	08-Oct-2016
USA	ULTIMA	Registered	73/733,441	10-Jun-1988	1,677,673	03-Mar-1992	06	03-Mar-2012
USA	XSR	Registered	78/102,724	15-Jan-2002	2,942,844	19-Apr-2005	22	19-Apr-2015

BC Trademark Security Agreement