

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
Flint Trading, Inc.		06/16/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	551 Madison Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2847377	TOPMARK
Registration Number:	1990666	BUNDY
Registration Number:	1537404	PREMARK
Registration Number:	3365878	FLINT 2200 EX
Registration Number:	3376094	FLINT 2000 EX
Registration Number:	3292204	STREETMARK
Registration Number:	3366886	AIRMARK
Registration Number:	3455380	SUPERBUNDY
Registration Number:	3190170	READYMARK
Registration Number:	3082420	VIZIGRIP
Registration Number:	3182704	FLINT TRADING INC.
Registration Number:	3076615	PREMARK
Registration Number:	3761909	TRAFFICPATTERNS

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Registration Number:	3402501	TRAILMARK
Registration Number:	3402499	PLAYMARK
Registration Number:	3402498	FREEZEMARK
Registration Number:	3402497	PHOTOMARK
Registration Number:	2967972	DECOMARK
Registration Number:	3480642	HOTTAPE

CORRESPONDENCE DATA

Fax Number: (312)863-7427
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3927
Email: rebecca.silva@goldbergekohn.com
Correspondent Name: Rebecca Silva - Paralegal
Address Line 1: c/o Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6483.029
NAME OF SUBMITTER:	Rebecca Silva
Signature:	/rebeccasilva/
Date:	06/27/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 13, 2011, by and between FLINT TRADING, INC., a North Carolina corporation ("Grantor"), in favor of GCI CAPITAL MARKETS LLC, in its capacity as administrative agent for certain secured parties ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to the Grantor;

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect

to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control.

4. TERMINATION OF SECURITY INTEREST. The security interest created hereby shall terminate in accordance with the terms and conditions set forth in the Security Agreement.

5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Administrative Agent may modify this Agreement, after obtaining Grantor's signatures to such modification, by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by Grantor or any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto on 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 instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLINT TRADING, INC.

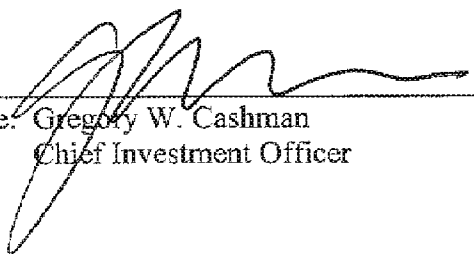
By: 

Name: Matthew L. Soule

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Gregory W. Cashman
Title: Chief Investment Officer

Schedule A
Registered Trademarks

<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
TOPMARK	2847377		6/1/04
BUNDY	1990666		8/6/96
PREMARK	1537404		5/2/89
THERMALINE	None	8/3/10	
FLAMETAPE	None	8/3/10	
FLINT 2200 EX	3365878		1/8/08
FLINT 2000 EX	3376094		1/29/08
STREETMARK	3292204		9/11/07
AIRMARK	3366886		1/8/08
SUPERBUNDY	3455380		6/24/08
READYMARK	3190170		12/26/06
VIZIGRIP	3082420		4/18/06
FLINT TRADING INC.	3182704		12/12/06
PREMARK	3076615		4/4/06
TRAFFICPATTERNS	3761909		3/16/10
TRAILMARK	3402501		3/25/08
PLAYMARK	3402499		3/25/08
FREEZEMARK	3402498		3/25/08
PHOTOMARK	3402497		3/25/08
DECOMARK	2967972		7/12/05
HOTTAPE	3480642		8/5/08