

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
AEGIS Environmental Management, Inc.		02/21/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	3050 Peachtree Road NW, Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Banking Corporation: ALABAMA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3015383	AEGIS	
Registration Number:	2988969	AEGIS MICROBE SHIELD	
Registration Number:	3157314	AEGIS	
Registration Number:	3049475	PROTECTED BY THE AEGIS MICROBE SHIELD	
Registration Number:	3535252	ECOFRESH	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-881-7000		
Email:	barbara.yates@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		

OP \$140.00 3015383

900196230

TRADEMARK
 REEL: 004575 FRAME: 0836

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	07/05/2011
Total Attachments: 4 source=AEGIS Grant of Security Interest to Regions Bank#page1.tif source=AEGIS Grant of Security Interest to Regions Bank#page2.tif source=AEGIS Grant of Security Interest to Regions Bank#page3.tif source=AEGIS Grant of Security Interest to Regions Bank#page4.tif	

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AEGIS ENVIRONMENTAL MANAGEMENT, INC., an Ohio corporation (the "Grantor"), with principal offices at 8000 Centerview Parkway, Memphis, Tennessee 38018 on this 21st day of February, 2011, hereby assigns and grants to REGIONS BANK, as Collateral Agent (the "Grantee") with principal offices at 3050 Peachtree Road NW, Suite 400, Atlanta, GA 30305, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant") is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 13, 2008 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

AEGIS ENVIRONMENTAL
MANAGEMENT, INC., as Grantor

By: Lawrence R. Geiger
Name: Lawrence R. Geiger
Title: Chief Financial Officer

REGIONS BANK,
as Collateral Agent, as Grantee

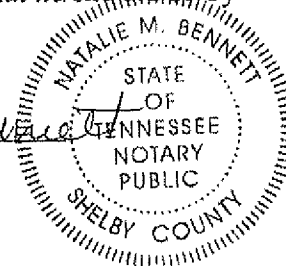
By: _____
Name: _____
Title: _____

STATE OF Tennessee)
) ss.:
COUNTY OF Shelby)

On this 21st day of February, 2011, before me personally came Lawrence Geiger who, being by me duly sworn, did state as follows: that he is the Chief Financial Officer of AEGIS ENVIRONMENTAL MANAGEMENT, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

My Commission Expires:
June 4, 2013

Natalie M. Bennett
Notary Public



STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of February, 2011, before me personally came _____ who, being by me duly sworn, did state as follows: that he/she is a _____ of REGIONS BANK, that he/she is authorized to execute the foregoing Grant on behalf of REGIONS BANK and that he/she did so by authority of REGIONS BANK.

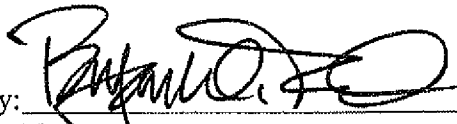
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

AEGIS ENVIRONMENTAL
MANAGEMENT, INC., as Grantor

By: _____
Name: _____
Title: _____

REGIONS BANK,
as Collateral Agent, as Grantee

By: 
Name: Bryan W. Ford
Title: Senior Vice President

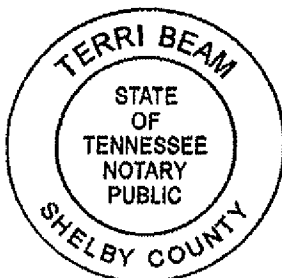
STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of February, 2011, before me personally came _____ who, being by me duly sworn, did state as follows: that he is the _____ of AEGIS ENVIRONMENTAL MANAGEMENT, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.

Notary Public

STATE OF Tennessee)
) ss.:
COUNTY OF Shelby)

On this 22nd day of February, 2011, before me personally came Bryan W. Ford who, being by me duly sworn, did state as follows: that he/she is a Sr. Vice Pres. of REGIONS BANK, that he/she is authorized to execute the foregoing Grant on behalf of REGIONS BANK and that he/she did so by authority of REGIONS BANK.




Notary Public

MY COMMISSION EXPIRES MAY 18, 2014

TRADEMARK
REEL: 004575 FRAME: 0840

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Description</u>
AEGIS	3015383	STANDARD CHARACTER MARK. Chemical and chemical compositions for use as preservatives for building and decorating materials
AEGIS Microbe Shield	2988969	WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM. Consultation in the field of use of pesticide chemicals and chemical compositions, namely, antimicrobial agents, in the manufacture and treatment of cleaning preparations, coatings for metals, natural and synthetic building materials, namely paneling, siding, shingles, roofing, cabinetry decking and structural supports, ceramics, textiles, thermoplastic and thermoset polymers, cosmetics, two-dimensional and three-dimensional articles, namely, sheets, films, laminates, fibers, foams and shaped parts made of thermoplastic and thermoset polymers, natural and synthetic polymers for use in medical devices, housewares, namely bowls, brushes, garbage cans, rubber household gloves and sponges, automobiles, water and air filtration apparatus, pipes, tubing and ductwork, and industrial processing equipment, namely processing and conveying machinery and vessels.
AEGIS	3157314	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS.
PROTECTED BY THE AEGIS MICROBE SHIELD	3049475	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS. Clothing and fabric for the manufacture of clothing.
ECOFRESH	3535252	DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS. Clothing and bed, bath and table linens and fabric for manufacturing such items.

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None