

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
Containment Systems, Inc.		03/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	32 Avenue of the Americas
Internal Address:	17th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3487708	BTU
Registration Number:	2356672	CONTAINMENT SOLUTIONS
Registration Number:	3189759	HYDROGUARD
Registration Number:	1630608	WASTEEVAC
Registration Number:	1897951	FIBERVAULT
Registration Number:	1945556	LUBE CUBE
Registration Number:	1965512	RETANK
Registration Number:	2285498	WE WORRY ABOUT THE BIG PICTURE SO YOU DON'T HAVE TO.
Registration Number:	2693605	FUELMASTER

CORRESPONDENCE DATA

Fax Number: (404)581-8330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4045818052

900197714

**TRADEMARK
 REEL: 004588 FRAME: 0725**

CH \$240.00 3487708

Email: rcampbell@jonesday.com
Correspondent Name: Richard U. Campbell
Address Line 1: 1420 Peachtree St. NE
Address Line 2: Suite 800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-615004
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	07/21/2011

Total Attachments: 7
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated March 5, 2009, is made by Containment Solutions, Inc., a Delaware corporation (the "Grantor"), in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Denali Incorporated, as borrower (the "Borrower"), the Grantor and certain other domestic subsidiaries of the Borrower, as guarantors (the "Guarantors"), the lenders party thereto (together with any other financial institutions or investors from time to time lenders thereunder, the "Lenders") and the Agent, have entered into that certain Credit Agreement, dated as of March 5, 2009 (as amended, restated, supplemented, increased, extended or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of advances to the Borrower, Grantor shall have executed that certain Security Agreement dated as of even date herewith (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by the Borrower, the Grantor and the other Guarantors in favor of the Agent for the benefit of the Lenders and the Agent.

WHEREAS, under the terms of the Security Agreement, Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

(c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");

(d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Governing Law. This Agreement and all claims, disputes and matters arising hereunder or related hereto, will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed entirely within that State, without reference to conflicts of laws provisions.

Section 3. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 4. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

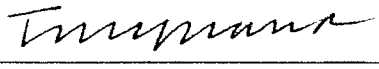
Section 5. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 6. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all 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.

Section 7. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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

CONTAINMENT SOLUTIONS, INC.

By: 

Name: Timothy D. Maynard

Title: Treasurer

Exhibit A
Trademarks

Mark	Status	Serial No.	Reg. No.	First Use Date
BTU	Registered	77317071	3,487,708	10/31/2007
Containment Solutions	Registered	75525168	2,356,672	2/17/1998
Containment Solutions	Registered (Canada)	1321272	TMA 711, 581	10/10/2005
Hydroguard	Registered	76611326	3,189,759	9/7/2005
Wasteevac	Registered	74047326	1,630,608	Oct. 1989
Fibervault	Registered	74391030	1,897,951	11/11/1993
Lube Cube Logo	Registered	74618730	1,945,556	9/1/1987
Retank	Registered	74664276	1,965,512	2/21/1995
We Worry About the Big Picture So You Don't Have To	Cancelled Under Section 9	75573855	2,285,498	11/1997
Fuelmaster	Registered	75503430	2,693,605	7/9/2002

Trademark Applications

Mark	Status	Application No.	Jurisdiction	First Use Date
Containment Solutions (Class 7)	Application Pending	982139	Mexico	July 11, 2008
Containment Solutions (Class 20)	Application Pending	982141	Mexico	July 11, 2008
Containment Solutions (Class 37)	Application Pending	982142	Mexico	July 11, 2008

Exhibit B

Patents

Patent	Status	Reg. No.
Above-Ground Storage System	Granted	CA 1,329,153
Retrofit Underground Tank and Its Manufacturing Process	Granted	CA 2234728
Glass Fiber Reinforced Resin Tanks with Particular Joint Structure	Expired	4,552,281
Double Wall Underground Container for Storage Liquids and Leak Detection Means Therefor	Expired	4,561,292
Underground Tank Sump and Piping System	Granted	4,639,164
Double-Wall Underground Tank	Granted	4,676,093
Rib Form for Tank Ribs	Expired	4,778,075
Double-Wall Underground Tank and Method of Making	Granted	4,781,777
Double Wall Tank Fittings	Granted	4,865,220
Underground Tank	Expired	4,876,124
Above-Ground Storage System	Granted	4,890,983
Storage tanks with Fabricated Support Rails	Granted	4,923,081
Reservoir for an underground tank	Expired	4,936,705
Above-Ground Storage System	Granted	4,948,340
Fire Resistant Tank Construction	Granted	4,989,750
Fire resistant tank construction	Granted	5,004,632
Safety Tank Apparatus for Liquid Storage	Granted	5,005,615
Fire resistant tank construction	Granted	5,012,949
Safety Tank Apparatus for Liquid	Granted	5,016,689

Patent	Status	Reg. No.
Storage		
Corrosion Resistant Containers	Granted	5,024,342
Fire resistant tank construction method	Granted	5,038,456
Method of Molding an Optical Simulator	Expired	5,039,456
Fire Resistant Tank Construction	Expired	5,082,138
Fire resistant tank construction method	Granted	5,092,024
Fire Resistant Tank Construction	Expired	5,103,996
Double Wall Underground Storage	Granted	5,115,936
Safety tank apparatus for liquid storage	Granted	5,137,064
Storage Tank Having Secondary Containment	Granted	5,158,201
Above-Ground Storage System	Granted	5,184,939
Double Wall Underground Storage Tank	Granted	5,224,621
Safety Tank Apparatus for Liquid Storage	Granted	5,265,656
Composite Above-Ground Liquid Storage Vault	Granted	5,282,546
Safety Tank Apparatus for Liquid Storage	Granted	5,284,191
Fire Resistant Tank Assembly and Liquid Hydrocarbon Dispensing	Granted	5,285,920
Safety Tank Apparatus for Liquid Storage	Granted	5,406,993
Double-Walled Underground Storage Tank	Granted	5,462,191
Split Bolt Ring	Expired	5,632,583
Split Strap Take Up Assembly Method of Use	Dropped	5,655,265
Safety Tank Apparatus for Liquid	Granted	5,718,269

Patent	Status	Reg. No.
Storage		
Retrofit Underground Storage Tank and Method for Making the Same	Granted	5,816,424
Oil Water Separator	Granted	5,928,524
Retrofit Underground Storage Tank and Method for Making the Same	Granted	6,056,137
Secondary Containment and Drainage System for Above-Ground Storage Tanks	Dropped	6,250,345
Method and Apparatus for Adjusting Fiberglass Manholes	Granted	6,431,789
Double Walled Containment Enclosure	Granted	6,886,390
Double Walled Containment Enclosure	Granted	7,043,965

Patent Applications

Patent	Status	Reg. No.
None.		