

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENDURO COMPOSITES, INC.		05/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1000 LOUISIANA ST., 3RD FLOOR		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85275111	ENDURO	
Serial Number:	85275113	TUFF SPAN	
Registration Number:	1185778	TUFF SPAN	
Registration Number:	2950219	AQUASPAN	
Registration Number:	1316955	VESCA	
CORRESPONDENCE DATA			
Fax Number:	(713)238-7343		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	713/220-4200		
Email:	pat-tmK@andrewskurth.com		
Correspondent Name:	Randy Bryant, Esq./ Andrews Kurth LLP		
Address Line 1:	600 Travis, Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	184900		
		TRADEMARK	

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NAME OF SUBMITTER:	Randy Bryant
Signature:	/rbryant-event/
Date:	07/28/2011
<p>Total Attachments: 6</p> <p>source=ECI T4 Trademark Security Agreement#page1.tif</p> <p>source=ECI T4 Trademark Security Agreement#page2.tif</p> <p>source=ECI T4 Trademark Security Agreement#page3.tif</p> <p>source=ECI T4 Trademark Security Agreement#page4.tif</p> <p>source=ECI T4 Trademark Security Agreement#page5.tif</p> <p>source=ECI T4 Trademark Security Agreement#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is as of May 2, 2011 by and between ENDURO COMPOSITES, INC., a Delaware corporation ("Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party").

WITNESSETH:

A. The Grantor and the Secured Party have entered into a Credit Agreement dated of even date herewith (as the same may be amended, supplemented, restated, increased or modified from time to time, the "Credit Agreement").

B. The Grantor and the Secured Party have entered into a Security Agreement dated of even date herewith (as the same may be amended, supplemented, restated, increased or modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted a security interest in the Collateral (as defined in the Security Agreement), including, without limitation, all right, title and interest of Grantor in and to all now owned and hereafter acquired Trademarks and Trademark Licenses (each as defined in the Security Agreement) set forth in Schedule I attached hereto, in order to secure the payment of all Obligations (as defined in the Security Agreement).

C. It is a condition precedent to the obligation of Secured Party to make extensions of credit to the Grantor under the Credit Agreement that the Grantor shall have executed and delivered this Agreement to the Secured Party.

NOW, THEREFORE, in consideration of the premises and 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Texas UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR THE OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising

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hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark Collateral, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice to the Secured Party with respect to any such new Trademark Collateral as required by the Security Agreement. In the event Grantor shall fail to comply with the foregoing provision, Grantor hereby authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I to include any new Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THAT THE PERFECTION OF ANY SECURITY INTEREST HEREUNDER, OR ANY REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE PURSUANT TO MANDATORY CHOICE OF LAW RULES GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN TEXAS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ENDURO COMPOSITES, INC.

By: 
Name: WALTER B. GREIG
Title: CHIEF EXECUTIVE OFFICER

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: Chad Johnson
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ENDURO COMPOSITES, INC.

By: _____


Name:

Title:

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 

Name: Chad D. Johnson

Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>MARK</u>	<u>COUNTRY</u>	<u>APPLICATION / REGISTRATION NO.</u>	<u>FILING / REGISTRATION DATE</u>	<u>INTERNATIONAL CLASS</u>	<u>STATUS</u>
ENDURO	U.S.	85275111	3/23/2011	6, 17, 19, 20, 37, 42	Pending Application
TUFF SPAN	U.S.	85275113	3/23/2011	19.	Pending Application
TUFF SPAN	U.S.	1185778	1/12/1982	19	Registration
AQUASPAN	U.S.	2950219	5/10/2005	19	Registration
VESCA	U.S.	1316955	1/29/1985	17	Registration
AQUASPAN	China	6608395	1/31/2011	19	Registration
TUFF SPAN	China	6615639	3/28/2010	19	Registration
TUFF SPAN	Singapore	T98/04162G	5/2/1998	19	Registration
ENDURO	U.A.E.	155963	4/18/2011	6	Pending Application
ENDURO	U.A.E.	155964	4/18/2011	17	Pending Application
ENDURO	U.A.E.	155965	4/18/2011	19	Pending Application

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ENDURO	U.A.E.	155966	4/18/2011	20	Pending Application
ENDURO	U.A.E.	155967	4/18/2011	37	Pending Application
ENDURO	U.A.E.	155968	4/18/2011	42	Pending Application

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