

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
Roll-Rite LLC		10/07/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TriState Capital Bank		
Street Address:	789 E. Lancaster Avenue		
Internal Address:	Suite 240		
City:	Villanova		
State/Country:	PENNSYLVANIA		
Postal Code:	19085		
Entity Type:	Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2005681	ROLL-RITE	
Registration Number:	1927902	ROLL-RITE	
Registration Number:	2706179	TARPMASER	
Registration Number:	2861698	TARPSTRETCHER	
CORRESPONDENCE DATA			
Fax Number:	(215)851-1420		
Phone:	215-851-8100		
Email:	cnye@reedsmith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Carl H. Pierce		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		

OP \$115.00 2005681

ATTORNEY DOCKET NUMBER:	886977/20045
NAME OF SUBMITTER:	Carl H. Pierce
Signature:	/Carl H. Pierce/
Date:	10/07/2011
Total Attachments: 3 source=TCB - Roll-Rite - EXECUTED - Trademark Security Agreement (2)#page1.tif source=TCB - Roll-Rite - EXECUTED - Trademark Security Agreement (2)#page2.tif source=TCB - Roll-Rite - EXECUTED - Trademark Security Agreement (2)#page3.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 7, 2011, is made by Roll-Rite LLC, a Delaware limited liability company (the "Grantor") in favor of TriState Capital Bank, as secured party (the "Secured Party"). Undefined capitalized terms used in this Agreement have the meanings assigned to them in that certain Security Agreement, dated as of October 7, 2011, between Grantor, as successor in interest to RR Borrower, LLC and Roll-Rite Holdings LLC, each Additional Grantor that from time to time becomes a party thereto and the Secured Party (as amended, restated, replaced, modified or supplemented from time to time, the "Security Agreement").

WHEREAS, the Grantor has granted a security interest in and continuing Lien on the Collateral (including the trademarks that are the subject of this Agreement) to the Secured Party pursuant to the Security Agreement, and desires to enter into this Agreement for purposes of affirming such grant to the Secured Party, and providing a short-form medium to facilitate the recording of such security interest in the applicable governmental offices.

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

Section 1. Affirmation and Grant of Security. The Grantor hereby affirms its grant to the Secured Party of, and grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the trademarks listed on **Schedule I** to secure the Secured Obligations.

Section 2. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office's Commissioner for Trademarks and/or any other applicable government officer record this Agreement.

Section 3. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 4. Miscellaneous. The Grantor agrees that neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought. 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 taken together shall constitute one and the same agreement.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

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

ROLL-RITE LLC

By: Mark D. Allsteadt
Name: Mark D. Allsteadt
Title: Chairman

[Signature Page to Trademark Security Agreement]

SCHEDULE I

REGISTERED TRADEMARKS

Reg. No	Country	Mark	Registration Date
2,005,681	USA	ROLL-RITE	October 8, 1996
1,927,902	USA	ROLL-RITE word mark	October 17, 1995
2,706,179	USA	TARPMASTER	April 15, 2003
2,861,698	USA	TARPSTRETCHER	July 6, 2004