

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| CARTER-WATERS LLC | | 10/07/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as administrative agent | | |
| Street Address: | 1075 Main Street | | |
| City: | Waltham | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02451 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0424604 | SATUROCK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)207-6400 | | |
| Phone: | 312-207-1000 | | |
| Email: | ipdocket-chi@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: | ETHAN SAMSON | | |
| Address Line 1: | 10 SOUTH WACKER DRIVE | | |
| Address Line 2: | REED SMITH, LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Ethan Samson | | |
| Signature: | /Ethan Samson/ | | |
| Date: | 10/10/2011 | | |

OP \$40.00 0424604

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

WHEREAS, CARTER-WATERS LLC, a Delaware limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of October 7, 2011 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “Lenders”) and Bank of America, N.A., as Agent for the Lenders (“Agent”) and a Lender, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 7, 2011 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security Agreement, Grantor hereby grants to Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule A** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all proceeds, income, royalties, damages and other payments now and hereafter due, payable and/or received with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business

connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (collectively “Trademarks”); and

(ii) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether Grantor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses (collectively “Trademark Licenses”).

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 7th day of October, 2011.

CARTER-WATERS LLC

By: 
Name: Michael Lang
Title: President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 004639 FRAME: 0211

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

| <u>Owner</u> | <u>Trademark Description</u> | <u>Registration/ Appl. Number</u> | <u>Registration/ Appl. Date</u> |
|-------------------|----------------------------------|---------------------------------------|-------------------------------------|
| Carter-Waters LLC | Saturock | 424604 | 10/15/1946 |