

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLUID ROUTING SOLUTIONS, INC.		11/07/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY, as Agent		
<b>Street Address:</b>	120 South LaSalle Street, Suite 200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3085173	GEN2	
<b>Registration Number:</b>	3408823	FLUOROPERM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)863-7806		
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Nancy Brougher		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6613.015		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$65.00 3085173

**900206642**

**TRADEMARK  
 REEL: 004657 FRAME: 0299**

Signature:	/njb/
Date:	11/08/2011
<b>Total Attachments: 8</b> source=FRS Trademark Security Agreement#page1.tif source=FRS Trademark Security Agreement#page2.tif source=FRS Trademark Security Agreement#page3.tif source=FRS Trademark Security Agreement#page4.tif source=FRS Trademark Security Agreement#page5.tif source=FRS Trademark Security Agreement#page6.tif source=FRS Trademark Security Agreement#page7.tif source=FRS Trademark Security Agreement#page8.tif	

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 7th day of November, 2011, by FLUID ROUTING SOLUTIONS, INC., a Delaware corporation ("**Borrower**") in favor of THE PRIVATEBANK AND TRUST COMPANY, as agent for the Lenders (defined below) (in such capacity, the "**Agent**").

W I T N E S S E T H

WHEREAS, Borrower, certain affiliates of Borrower, the financial institutions party thereto as lenders (together with their respective assigns and any other financial institutions who become party thereto as lenders, collectively, the "**Lenders**") and Agent are parties to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of Agent and Lenders of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications and accepted by the United States Patent and Trademark Office) in connection therewith, including, without limitation, the United States trademark registrations and applications listed on Schedule A attached hereto

and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are hereinafter individually and/or collectively referred to as the "**Trademarks**"; provided, that for the avoidance of doubt, no security interest shall be deemed to have been granted in any Restricted General Intangible); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent and Lenders that:

(i) as of the date hereof, no Trademark listed on Schedule A has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) as of the date hereof, to the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons, (in each case, other than Permitted Liens);

(iii) as of the date hereof, Borrower has no written notice of any suits or actions commenced or threatened with reference to any Trademark listed on Schedule A; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower's Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claim has been asserted) and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, such consent not to be unreasonably withheld, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement (unless otherwise permitted under the Financing Agreements).

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the United States federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) required to be maintained by Borrower pursuant to Section 12.9 of the Loan Agreement. If, before Borrower's Obligations shall have been satisfied in full (other than contingent indemnification obligations for which no claim has been asserted)

or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing United States Trademarks and Trademark applications of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any United States Trademarks and Trademark applications, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof within 30 days after the end of each fiscal quarter of the Borrower. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks. Notwithstanding the foregoing, the terms of this Security Agreement shall not apply to any license of a Trademark owned or hereafter acquired solely in the event that: (i) as the result of the security interest granted herein, Borrower's rights in or with respect to such license would be forfeited or would become void, voidable, terminable or revocable, or if Borrower would be deemed to have breached, violated or defaulted such agreement that governs such license; and (ii) any such restriction shall be effective and enforceable under applicable law (any license meeting the requirements of the foregoing shall be considered a "Restricted General Intangible"); provided, however, that the terms of this Security Agreement shall extend to (y) any and all proceeds of Restricted General Intangibles and (z) any item of Restricted General Intangibles upon any applicable party's (other than the Borrower) consent thereto.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and out of pocket expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of

any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case, in accordance with the Loan Agreement, shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty, as is reasonably necessary to the conduct of Borrower's business, in Borrower's commercially reasonable business judgment (i) to prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full (other than contingent indemnification obligations for which no claim has been asserted) and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks and (iii) to ensure that the Trademarks are and remain enforceable. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent or Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby

authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full (other than contingent indemnification obligations for which a claim has been asserted) and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and permitted assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade in all material respects on the date of each borrowing under the Financing Agreements.

21. Amendment and Restatement. This Amended and Restated Trademark Security Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of October 7, 2010 by Borrower in favor of The PrivateBank and Trust Company (the "Original Trademark Security Agreement"), and shall not act as a termination, release or novation of the Original Trademark Security Agreement.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

FLUID ROUTING SOLUTIONS, INC.

By   
Name John Carson  
Title CFO, Treasurer & Secretary

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

FLUID ROUTING SOLUTIONS, INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

THE PRIVATEBANK AND TRUST COMPANY

By  \_\_\_\_\_  
Name: Douglas C. Colletti  
Title: Managing Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

Title	Serial/Reg No.	Filing/Reg Date
GEN2	3085173	4/25/2006
FLUOPERM	3408823	4/8/2008

**TRADEMARK APPLICATIONS**

Trademark Application Description

U.S. Application No.

Date Applied

None.