

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
LOWE ALPINE UK LIMITED		10/24/2011	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SANTANDER UK plc		
<b>Street Address:</b>	2 Triton Square		
<b>Internal Address:</b>	Regent's Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NW1 3AN		
<b>Entity Type:</b>	public limited company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2717143	ALEUTIAN	
<b>Registration Number:</b>	2388174	DESERTWEAVE	
<b>Registration Number:</b>	2307722	DRYFLO	
<b>Registration Number:</b>	2238224	TRIPLEPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
<b>Phone:</b>	303-607-3500		
<b>Email:</b>	trademarkdnvr@faegre.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>	Joshua A. Smith / Senior Paralegal		
<b>Address Line 1:</b>	1700 Lincoln Street, Suite 3200		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	86752-404687		

**OP \$1115.00 2717143**

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Joshua A. Smith, Senior Paralegal
Signature:	/Joshua A. Smith/
Date:	11/21/2011

Total Attachments: 5  
source=Epsilon 19#page1.tif  
source=Epsilon 19#page2.tif  
source=Epsilon 19#page3.tif  
source=Epsilon 19#page4.tif  
source=Epsilon 19#page5.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of October 24, 2011 by and between LOWE ALPINE UK LIMITED, a company incorporated in England and Wales (“**Debtor**”), and SANTANDER UK plc, for itself and as security trustee for each Group Member (“**Secured Party**”).

Pursuant to two overdraft facilities, a trade finance facility, a sales finance facility (together the “**Credit Agreements**”) of even date herewith between Debtor and/or its affiliates and Secured Party, Secured Party has agreed to make advances to Debtor and/or its affiliates, and pursuant to a Debenture of even date herewith (the “**Security Agreement**”), Debtor has granted lien in favor of Secured Party over all assets of Debtor as collateral for its obligations pursuant to the Credit Agreements.

As a condition to extending credit under the Credit Agreements, Secured Party has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreements, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. **Definitions.** Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of the Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) all Patents, including the Specified Patents;
- (ii) all Trademarks, including the Specified Trademarks;
- (iii) all accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark;
- (iv) all rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks;
- (v) all present and future license agreements with respect to the Patents and Trademarks; and
- (vi) all proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

**“Specified Trademark”** means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

**“Trademark”** means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. **Grant of Security Interest.** In order to secure the Obligations, Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral.
3. **Representations and Warranties.** Debtor represents and warrants that Debtor owns each of the Specified Patents and Specified Trademarks, free and clear of any Lien other than Permitted Liens.
4. **General Rights and Obligations.** Except as expressly set forth herein, the rights and obligations of Debtor and Secured Party with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreements, the Finance Agreements, the Guaranty and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

*Signature pages follow*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

**LOWE ALPINE UK LIMITED**

By Matthew Swar

Name: MATTHEW SWAR

Title: CEO

Signed in the presence of:

Witness

Signature Jennifer Allen

Name Jennifer Allen LLP

Address The Arc  
Enterprise Way

Nottingham  
Occupation NG2 1EN Solicitor

SANTANDER UK plc

By [Signature]

Name: NICHOLAS B PULLON

Title: REGIONAL DIRECTOR

witnessed by: Jennifer Allen JENNIFER ALLEN  
SOLICITOR.

**Geldards LLP**  
The Arc  
Enterprise Way  
Nottingham  
NG2 1EN

Schedule A

PATENTS AND PATENT APPLICATIONS

United States

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date of Patent Application</b>
US 7100249	10/672536	09/05/2006	09/26/2003
511,112	29/204,481	11/01/2005	04/29/2004
7,770,769	11/596136	08/10/2010	05/10/2005
6,024,265	09/180,537	02/15/2000	05/06/1997
5,586,705	545,866	12/24/1996	05/11/1994
	11/781329		07/23/2007

TRADEMARKS AND TRADEMARK APPLICATIONS

United States – Federal

<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
76/350223	2717143	12/17/2001	05/20/2003
75/376766	2388174	10/21/1997	09/19/2000
75/230090	2307722	01/23/1997	01/11/2000
75/329474	2238224	07/23/1997	04/13/1999