

**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>
Alexin, LLC		11/30/2011	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	Suite 927		
<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>Serial Number:</b>	77462034	ALEXIN	
<b>Serial Number:</b>	77462029		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)920-3689		
<b>Phone:</b>	312.750.8883		
<b>Email:</b>	agott@mcguirewoods.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>	Allison Gott, McGuireWoods LLP		
<b>Address Line 1:</b>	77 West Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	2039261-0138		
<b>NAME OF SUBMITTER:</b>	Allison W. Gott		

OP \$65.00 77462034

Signature:	/Allison W. Gott/
Date:	12/02/2011
<b>Total Attachments: 5</b> source=Active_35364922_1_Trademark Security Agmt_EXECUTED#page1.tif source=Active_35364922_1_Trademark Security Agmt_EXECUTED#page2.tif source=Active_35364922_1_Trademark Security Agmt_EXECUTED#page3.tif source=Active_35364922_1_Trademark Security Agmt_EXECUTED#page4.tif source=Active_35364922_1_Trademark Security Agmt_EXECUTED#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of November 30, 2011 (this "Trademark Security Agreement"), is made by **ALEXIN, LLC**, an Indiana corporation ("Alexin"), **AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (together with Alexin, the "Grantors", and each individually, a "Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association in its capacity as Agent (the "Agent") for the Secured Parties. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

### RECITALS:

A. Alexin, certain subsidiaries (if any) of Alexin from time to time party thereto, the Agent, and certain financial institutions are party to a Loan and Security Agreement dated as of the date hereof (as in effect on the date hereof, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Grantors have agreed to execute and deliver to the Agent this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement, each Grantor hereby agrees as follows:

1. **Grant of Security Interest in Trademark Collateral.** Schedule 1 attached hereto sets forth all trademark and service mark applications and registrations owned by any Grantor and filed with the United States Patent and Trademark Office and any foreign equivalent trademark authority, and each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under said applications and registrations along with any other trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all renewals thereof and all goodwill associated therewith or symbolized thereby, owned by any Grantor, and all proceeds thereof (collectively, "Trademarks"), which security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless the Agent shall otherwise determine.

3. **Termination.** Upon the Full Payment of the Obligations and termination of the Loan Agreement, the Agent shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

5. **Governing Law.** This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:

ALEXIN, LLC,  
an Indiana limited liability company

By: THA

Name: Thomas A. Horter

Title: CEO and President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004671 FRAME: 0659

Accepted and Agreed:

**BANK OF AMERICA, N.A.**, as Agent

By: \_\_\_\_\_

Name: Peter M. Walther




Title: Senior Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004671 FRAME: 0660**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations and Trademark Applications:

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Application No. (Filing Date)</u>	<u>Country</u>
ALEXIN	Alexin, LLC	Registered	77/462034 (4/30/2008)	United States
	Alexin, LLC	Registered	77/462029 (4/30/2008)	United States
ALEXIN	Alexin, LLC	Registered	946441 (7/9/2008)	Mexico
	Alexin, LLC	Registered	946442 (7/9/2008)	Mexico
ALEXIN	Alexin, LLC	Registered	1402679 (7/9/2008)	Canada
	Alexin, LLC	Registered	1402678 (7/9/2008)	Canada