

**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>
Corro-Shield International, Inc.		11/04/2011	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank Canada		
<b>Street Address:</b>	4550 Hurontario Street		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L5R 4E4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3128041	CORRO AQUA-CURE	
<b>Registration Number:</b>	3350629	CORRO-COTE	
<b>Registration Number:</b>	2326051	CORRO-CURE	
<b>Registration Number:</b>	2340608	CORRO-SHIELD INTERNATIONAL, INC.	
<b>Registration Number:</b>	2337996	CSI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)803-5299		
<b>Phone:</b>	(312) 845-3430		
<b>Email:</b>	kalwa@chapman.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>	Richard Kalwa		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		

**CH \$140.00 3128041**

ATTORNEY DOCKET NUMBER:	1969914
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/07/2011
Total Attachments: 4 source=3089547#page1.tif source=3089547#page2.tif source=3089547#page3.tif source=3089547#page4.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 4~~th~~ day of November, 2011, Corro-Shield International, Inc., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 7059 Barry Street, Rosemont, IL 60018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HSBC Bank Canada, a Canadian bank, with its mailing address at 4550 Hurontario Street, Mississauga, Ontario, Canada L5R 4E4, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Secured Obligations of Debtor and/or Corro-Shield Industries Inc. (the "*Borrower*") as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

CORRO-SHIELD INTERNATIONAL, INC.

By   
Name: Mark McVey  
Title: Vice President and Secretary


Accepted and agreed to as of the date and year last above written.

HSBC BANK CANADA

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


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

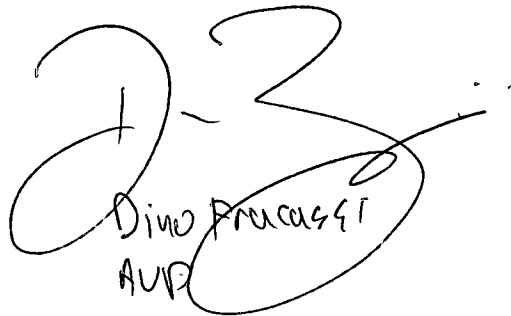
CORRO-SHIELD INTERNATIONAL, INC.

By   
Name: Mark McVey  
Title: Vice President and Secretary

Accepted and agreed to as of the date and year last above written.

HSBC BANK CANADA

By   
Name LUANA CURCURUTO  
Title SENIOR ACCOUNT MANAGER

  
Dino Proccacci  
AUP

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<u>Matter Name</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Date</u>	<u>Status</u>
CORRO AQUA-CURE	USA			Trademark No. 3128041	8/8/2006	
CORRO-COTE	USA			Trademark No. 3,350,629	12/11/2007	
CORRO-CURE	USA			Trademark No. 2,326,051	3/7/2000	
CORRO-SHIELD INTERNATIONAL, INC.	USA			Trademark No. 2,340,608	4/11/2000	
CSI	USA			Trademark No. 2,337,996	4/4/2000	