

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Niagara LaSalle Corporation		12/05/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Noteholder Collateral Agent
Street Address:	50 South Sixth Street, Suite 1290
Internal Address:	Corporate Capital Markets
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	760516	150
Registration Number:	1578653	CORR-GARD
Registration Number:	1049382	CPO
Registration Number:	2458718	CUSTOM-CUT
Registration Number:	655159	E.T.D.
Registration Number:	760229	FATIGUE-PROOF
Registration Number:	1047515	IHCP
Registration Number:	747471	L
Registration Number:	1876337	LA-LED
Registration Number:	621637	STRESSPROOF
Registration Number:	1610378	SUPER 1200
Registration Number:	2598834	P
Registration Number:	2354605	NIAGARA LASALLE

CH \$340.00 760516

CORRESPONDENCE DATA

Fax Number: (212)755-7306
Phone: 212-326-3939
Email: krsmith@jonesday.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Nancy A. Zoubek, Esq., Jones Day
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	175274-630081
NAME OF SUBMITTER:	Nancy A. Zoubek
Signature:	/Nancy A. Zoubek/
Date:	12/07/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 5, 2011, by Niagara LaSalle Corporation, a Delaware corporation (the "Pledgor"), in favor of Wilmington Trust, National Association, in its capacity as noteholder collateral agent pursuant to the Indenture, dated as of the date hereof (in such capacity, the "Noteholder Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement, dated as of December 5, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Noteholder Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Noteholder Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Noteholder Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Indenture Obligations, the Pledgor hereby pledges, hypothecates and grants to the Noteholder Collateral Agent for the benefit of the Secured Parties, a Lien on and security interest in and to all of the right, title and interest of the Pledgor in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) the Trademarks of the Pledgor listed on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security interest granted to the Noteholder Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Noteholder Collateral Agent with respect to the Lien on and security interest in and to the Trademark Collateral made and 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. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Noteholder Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to the Noteholder Collateral Agent pursuant to Section 11.4 of the Security Agreement, upon written request of the Company, the Noteholder Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the Noteholder Collateral Agent's Lien on and security interest in and to the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

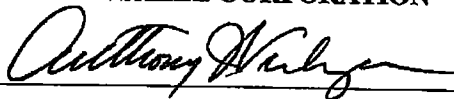
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE NOTEHOLDER COLLATERAL AGENT PURSUANT TO THE SECURITY AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTEHOLDER COLLATERAL AGENT THEREUNDER OR HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE SECURITY AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIAGARA LASALLE CORPORATION

By: 

Name: Anthony J. Verkruyse

Title: Chief Financial Officer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION
as Noteholder Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NIAGARA LASALLE CORPORATION

By: _____

Name:

Title:

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION

as Noteholder Collateral Agent

By:



Name: Jane Schweiger

Title: Vice President

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>
Niagara LaSalle Corporation	150	760516
Niagara LaSalle Corporation	CORR-GARD	1578653
Niagara LaSalle Corporation	CPO	1049382
Niagara LaSalle Corporation	CUSTOM-CUT	2458718
Niagara LaSalle Corporation	E.T.D.	655159
Niagara LaSalle Corporation	FATIGUE-PROOF	760229
Niagara LaSalle Corporation	IHCP	1047515
Niagara LaSalle Corporation	L & DEVICE	747471
Niagara LaSalle Corporation	LA-LED	1876337
Niagara LaSalle Corporation	STRESSPROOF	621637
Niagara LaSalle Corporation	SUPER 1200	1610378
Niagara LaSalle Corporation	Trademark in the form of a suit of armor for use with Carbon and Alloy Drawn Steel	2598834
Niagara LaSalle Corporation	NIAGARA LASALLE & LOGO	2354605

Applications:

None

Licenses:

None