

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Davis-Standard, LLC		12/23/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	720 King Street West, 2nd Floor
Internal Address:	c/o GWS Loan Operations
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V2T3
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2351805	DAVIS-STANDARD
Registration Number:	0627776	DAVIS-STANDARD
Registration Number:	0667385	D-S
Registration Number:	1870326	D-S
Registration Number:	2277726	DSB
Registration Number:	3302045	EGAN
Registration Number:	1982511	EPIC II
Registration Number:	1171233	EX-M-PLAR
Serial Number:	85454482	EX-M-PLAR
Registration Number:	1004475	FIBERMASTER
Registration Number:	1412039	GEMINI
Registration Number:	1416426	MARK V
Registration Number:	1982519	MARK VI

CH \$590.00 2351805

Registration Number:	2039733	NRM EXTRUSION
Registration Number:	0800946	PELLETOR
Registration Number:	0797754	PLASTISCREW
Registration Number:	1682674	PM
Registration Number:	2388242	POLYCYCLE
Registration Number:	1692437	SCRAPPER
Registration Number:	1647206	STERLING
Registration Number:	2902438	SUPER BLUE
Registration Number:	0700482	THERMATIC
Registration Number:	3272017	XP EXPRESS

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Phone: (212)728-8000
Email: ipdept@willkie.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Kim A. Walker
Address Line 1: 787 Seventh Avenue
Address Line 2: Willkie Farr & Gallagher LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00028 K. WALKER

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Kim A. Walker

Signature: /kaw-907/

Date: 12/29/2011

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of December, 2011, Davis-Standard, LLC, a Delaware limited liability company (the “*Debtor*”) with its principal place of business and mailing address at 1 Extrusion Drive, Pawcatuck, Connecticut 06379, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, (“*Scotia Capital*”), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors 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 the Debtor as set out in that certain Security Agreement dated December 23, 2011 (the “*Security Agreement*”), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an “intent-to-use” trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, by the recording of a Statement of Use or amendment to allege use with the United States Patent and Trademark Office. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the 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.

[Signature page follows.]

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

DAVIS-STANDARD, LLC, a Delaware limited liability company

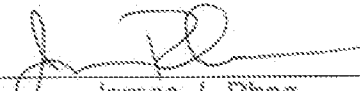
By: 
Name: Charles E. Buckley
Title: President

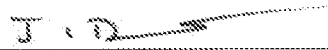
[Signature Page – Trademark Collateral Agreement]

TRADEMARK
REEL: 004688 FRAME: 0901

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

THE BANK OF NOVA SCOTIA, as Agent

By: 
Name: James J. Fhee
Title: Director

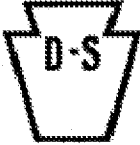

By: 
Name: Jamie Davis
Title: Associate Director

[Signature Page – Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARK	REG./APP. NO.	REGISTERED
DAVIS-STANDARD	2351805	May 23, 2000
DAVIS-STANDARD	627776	May 29, 1956
	667385	Sept. 23, 1958
	1870326	Dec. 27, 1994
DSB	2277726	Sept. 14, 1999
EGAN	3302045	Oct. 2, 2007
EPIC II	1982511	June 25, 1996
EX-M-PLAR	1171233	Sept. 29, 1981
EX-M-PLAR	85454482 (application)	Oct. 24, 2011
FIBERMASTER	1004475	Feb. 11, 1975
GEMINI	1412039	Oct. 7, 1986
MARK V	1416426	Nov. 11, 1986
MARK VI	1982519	June 25, 1996
NRM EXTRUSION	2039733	Feb. 25, 1997
PELLETOR	0800946	Dec. 28, 1965
PLASTISCREW	0797754	Oct. 19, 1965
PM	1682674	April 14, 1992
POLYCYCLE	2388242	Sept. 19, 2000
SCRAPPER	1692437	June 9, 1992
STERLING	1647206	June 11, 1991
SUPER BLUE	2902438	Nov. 9, 2004

t h e r m a t i c	0700482	July 5, 1960
XP EXPRESS	3272017	July 31, 2007