

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
DRT Mfg. Co.		12/30/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2277840	DRT
Registration Number:	2275958	DRT
Registration Number:	2037029	VISION
Registration Number:	2930344	DRT
Registration Number:	1564173	DRT

CORRESPONDENCE DATA

Fax Number: (312)803-5299
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe Street
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$140.00 2277840

ATTORNEY DOCKET NUMBER:	1975481
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/30/2011
Total Attachments: 4 source=drttm#page1.tif source=drttm#page2.tif source=drttm#page3.tif source=drttm#page4.tif	

TRADEMARK COLLATERAL AGREEMENT

This 30th day of December, 2011, DRT Mfg. Co., an Ohio corporation (“*Trademark Debtor*”) with its principal place of business and mailing address at 618 Greenmount Boulevard, Dayton, OH 45419, 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 Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at 38 Fountain Square Plaza, Cincinnati, OH 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third 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 Trademark 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 Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith among Trademark Debtor, the other Debtors party thereto and Agent, 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 Agent of any applications by Trademark 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 Trademark 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 Agent on such Intent-To-Use Application as collateral security for the 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.

Trademark Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent 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, Trademark Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DRT MFG. CO.

By 
Name Gregory Van Cuyck
Title President & CEO

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

FIFTH THIRD BANK, as Administrative Agent

By _____
Name _____
Title _____

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

DRT MFG. CO.

By _____
Name _____
Title _____

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

FIFTH THIRD BANK, as Administrative Agent

By *Kirk Johnson*
Name *Kirk Johnson*
Title *Vice President*

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

COUNTRY	APPLICATION NO.	REGISTRATION NO.	DEBTOR NAME OF REGISTRATION
US	75/506,113	2,277,840	DRT Mfg. Co
US	75/506,112	2,275,958	DRT Mfg. Co
US	75/064,086	2,037,029	DRT Mfg. Co
US	76/574/885	2,930,344	DRT Mfg. Co
US	749,933	1,564,173	DRT Mfg. Co