

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
D B Industries, Inc., a Minnesota Corporation		01/19/2012	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking: SWITZERLAND

**PROPERTY NUMBERS Total: 47**

Property Type	Number	Word Mark
Registration Number:	3640743	BORDER GUARD
Registration Number:	2467512	COMPLIANCE IN A CAN
Registration Number:	3999965	CYNCH-LOK
Registration Number:	3699901	DELTA VEST
Registration Number:	3875743	EXO TECH
Registration Number:	3779239	EXOFIT NEX
Registration Number:	2917429	EZ STOP
Registration Number:	3909134	FAST-LINE
Serial Number:	85234610	FLEXIGUARD
Registration Number:	3706115	FLEXIGUARD
Registration Number:	3493674	MOBI-LOK
Serial Number:	85084295	NANO-LOK
Registration Number:	2993387	RETRAX
Registration Number:	2462238	ADJUST-A-NET

**TRADEMARK**

Registration Number:	2725317	BEAMDOG
Registration Number:	2535233	COBRA
Registration Number:	1393858	DBI/SALA
Registration Number:	3118258	DELTA
Registration Number:	3891190	DUO-LOK
Registration Number:	1324172	E Z STOP
Registration Number:	2732956	EXOFIT
Registration Number:	3415264	EZ-LINE
Registration Number:	2466589	FIRST
Registration Number:	2344956	FIRST-MAN-UP
Registration Number:	2309247	FORCE 2
Registration Number:	2307557	GLYDER
Registration Number:	2976680	HOT WORK
Registration Number:	2359615	IRON WING
Registration Number:	3386786	ISAFE
Registration Number:	3393319	I-SAFE
Registration Number:	2985149	LAD-SAF
Registration Number:	1026608	LAD-SAF
Registration Number:	2976961	NETWORKS
Registration Number:	2698512	RAILDOG
Registration Number:	2909305	REBEL
Registration Number:	3842988	REVOLVER
Registration Number:	1993377	ROLLGLISS
Registration Number:	1131224	ROLLGLISS
Registration Number:	2973566	SALA
Registration Number:	2500663	SALA
Registration Number:	1506946	SALALIFT
Registration Number:	2170654	SECURASPAN
Registration Number:	2374493	SHOCKWAVE2
Registration Number:	2458279	TALON
Registration Number:	3891191	TECH-LITE
Registration Number:	1904288	ULTRA-LOK
Registration Number:	2826558	WRAPBAX

CORRESPONDENCE DATA

**TRADEMARK**  
**REEL: 004707 FRAME: 0792**

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com

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

Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	066402
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/31/2012

**Total Attachments: 8**

source=1-31-12 D B Industries-TM#page1.tif  
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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

DB Industries, Inc., a Minnesota Corporation

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: 01/19/2012

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as \*

Internal Address: \* Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Banking, Zurich, Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 48

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

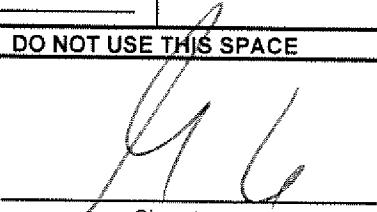
- Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat  
Name of Person Signing

  
Signature

01/19/2012  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of January 19, 2012 is made by D B Industries, Inc., a Minnesota corporation (the “Grantor”), in favor of UBS AG, Stamford Branch, as collateral agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of January 19, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Hupah Holdings S.A., a *société anonyme* governed by the laws of Luxembourg (“Holdings”), and Hupah (UK) Holdings Limited, a private company incorporated under the laws of England and Wales (“Intermediate Holdco”), the Lenders from time to time party thereto, UBS Loan Finance LLC, as Swingline Lender and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, Holdings and certain Subsidiaries have executed and delivered a Security Agreement, dated as of January 19, 2012 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of Holdings and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent on behalf of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties

to secure the payment and performance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

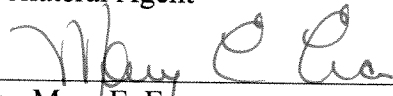
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

D B INDUSTRIES, INC.,  
as Grantor

By: Scott Lutjen  
Name: Scott Lutjen  
Title: Chief Financial Officer

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: 

Name: Mary E. Evans

Title: Associate Director

By: 

Name: Irja R. Otsa

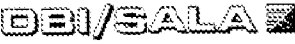

Title: Associate Director



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

**Owned by D B Industries, Inc.:**

<b>Trademark</b>	<b>Application No. Application Date</b>	<b>Registration No.</b>
BORDER GUARD	77415472 3/6/2008	3640743 6/16/2009
COMPLIANCE IN A CAN	75943748 3/14/2000	2467512 7/10/2001
CYNCH-LOK	85108651 8/16/2010	3999965 7/19/2011
DELTA VEST	77490792 6/4/2008	3699901 10/20/2009
EXO TECH	77850425 10/16/2009	3875743 11/16/2010
EXOFIT NEX	77673270 2/18/2009	3779239 4/20/2010
EZ STOP	78349889 1/9/2004	2917429 1/11/2005
EZ STOP	78349889 1/9/2004	2917429 1/11/2005
FAST-LINE	77882587 11/30/2009	3909134 1/18/2011
FLEXIGUARD	85234610 2/4/2011	---
FLEXIGUARD	77401229 2/20/2008	3706115 11/3/2009
MOBI-LOK	77261748 8/22/2007	3493674 8/26/2008
NANO-LOK	85084295 7/14/2010	---
RETRAX	78423209 5/21/2004	2993387 9/6/2005
ADJUST-A-NET	75569902 10/14/1998	2462238 6/19/2001
BEAMDOG	766249514 5/1/2001	2725317 6/10/2003
COBRA	75632372 2/2/1999	2535233 2/5/2002
DBI/SALA 	73530968 4/8/1985	1393858 5/20/1986
DELTA	78513066 11/8/2004	3118258 7/18/2006
DUO-LOK	77844408 10/8/2009	3891190 12/14/2010
E Z STOP 	73444305 9/19/1983	1324172 3/12/1985

Trademark	Application No. Application Date	Registration No.
EXOFIT	76265229 5/31/2001	2732956 7/1/2003
EZ-LINE	77097907 2/2/2007	3415264 4/22/2008
FIRST	75822300 10/13/1999	2466589 7/3/2001
FIRST-MAN-UP	75608723 12/18/1998	2344956 4/25/2000
FORCE 2	75608443 12/18/1998	2309247 1/18/2000
GLYDER	75608707 12/18/1998	2307557 1/11/2000
HOT WORK	76265230 5/31/2001	2976680 7/26/2005
IRON WING	75608104 12/18/1998	2359615 6/20/2000
ISAFE 	78897785 6/1/2006	3386786 2/19/2008
I-SAFE	78893200 5/25/2006	3393319 3/4/2008
LAD-SAF	78349852 1/9/2004	2985149 8/16/2005
LAD-SAFE	73022581 5/28/1974	1026608 12/9/1975
NETWORKS	76415370 5/29/2002	2976961 7/26/2005
RAILDOG	76249196 5/1/2001	2698512 3/18/2003
REBEL	78292935 8/27/2003	2909305 12/7/2004
REVOLVER	77844386 10/8/2009	3842988 8/31/2010
ROLLGLISS	74718288 8/21/1995	1993377 8/13/1996
Company schedule lists Rollgliss AG as owner of mark		
ROLLGLISS	73107132 11/19/1976	1131224 2/26/1980
Company schedule lists Rollgliss AG as owner of mark		
SALA	78280378 7/29/2003	2973566 7/19/2005
SALA	75508593 6/24/1998	2500663 10/23/2001
SALALIFT	73714708 3/4/1988	1506946 10/4/1988
SECURASPAN	75010244 10/25/1995	2170654 7/7/1998
SHOCKWAVE2	75608708 12/18/1998	2374493 8/8/2000
TALON	75726736 6/11/1999	2458279 6/5/2001

Trademark	Application No. Application Date	Registration No.
TECH-LITE	77844429 10/8/2009	3891191 12/14/2010
ULTRA-LOK	74545093 6/27/1994	1904288 7/11/1995
WRAPBAX	78177468 10/23/2002	2826558 3/23/2004

**Material Inbound Exclusive Licenses in U.S. Trademarks**

None.