

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): DURA-LINE CORPORATION, a Delaware Corporation. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other.

2. Name and address of receiving party(ies): Name: Wilmington Trust, National *. Address: *Association, as Collateral Agent. Street Address: 1100 North Market Street. City: Wilmington State: DE Zip: 19890.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other. Execution Date: 01/31/2012.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Schedule A. B. Trademark Registration No.(s) See Schedule A.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: James Murray. Internal Address: CT Lien Solutions. PH: 614-280-3566 F: 800-516-6304. james.murray@wolterskluwer.com. Street Address: 4400 Easton Commons Way Suite 125. City: Columbus State: OH Zip: 43219.

6. Total number of applications and registrations involved: 3. 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.

James D. Murray Name of Person Signing

Signature

02/01/2012 Date

Total number of pages including cover sheet, attachments, and document: 6

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

OP \$90.00 156690

SCHEDULE A

**TO
TRADEMARK SECURITY AGREEMENT**

DURA-LINE CORPORATION

Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
DURA-LINE CORPORATION	U.S. Federal	(DID)	Registered	1566908	21-Nov-1989	73784803	06-March-1989
DURA-LINE CORPORATION	U.S. Federal	DROP-IN-DUCT	Registered	1566907	21-Nov-1989	73784797	06-March-1989
DURA-LINE CORPORATION	U.S. Federal	PRESSURE FLEX	Registered	4083404	10-Jan-2012	85332468	27-May-2011

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 31, 2012, is among the undersigned (the "Grantors"), and Wilmington Trust, National Association (as successor in interest to Wilmington Trust FSB), as collateral agent on behalf of the Secured Parties (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Dura-Line Corporation, a Delaware corporation ("Borrower"), Boreflex, LLC, a Delaware limited liability company ("Boreflex"), Dura-Line Intermediate Holdings, Inc., a Delaware corporation ("Holdings" and, collectively with Boreflex and the Borrower, the "Grantors") and the Agent, the Grantors granted to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Loan Parties (as defined in the Credit Agreement) under the Security Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due

but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

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

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.


Section 7. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the Agent, on behalf of the Secured Parties, and each Grantor acknowledges that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

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

DURA-LINE CORPORATION


By: 
Name: Wayne Byrne
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004708 FRAME: 0604

AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION

By: 
Name: BORIS TREYGER
Title: VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

TRADEMARK

RECORDED 02/01/2012

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