

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
The Amitco Company Limited		03/05/2012	Private Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA	
Name:	TPG Specialty Lending, Inc., as agent
Street Address:	888 Seventh Avenue
Internal Address:	38th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1038538	AMTICO
Registration Number:	2023153	AMTICO
Registration Number:	2060378	AMTICO
Registration Number:	2125998	AMTICO STUDIO
Registration Number:	2125999	AMTICO STUDIO
Registration Number:	3046549	
Registration Number:	2242977	STRATICA

CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
Phone:	212-756-2132
Email:	scott.kareff@srz.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	

CH \$190.00 1038538

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	079464-0015
NAME OF SUBMITTER:	Scott Kareff (079464-0015)
Signature:	/kc for sk/
Date:	03/09/2012

Total Attachments: 16

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THE AMTICO COMPANY LIMITED
TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") made as of March 5, 2012 by and between THE AMTICO COMPANY LIMITED, a private limited company formed under the laws of England and Wales with an office at c/o Mannington Mills, Inc., 75 Mannington Mills Road, Salem, New Jersey 08079-0030 ("Grantor"), and TPG SPECIALTY LENDING, INC. ("TPG"), in its capacity as Agent (together with any successor in such capacity, the "Agent") for the Secured Parties, with an office at 888 Seventh Avenue, 38th Floor New York, New York, 10019.

WITNESSETH:

WHEREAS, Grantor is the owner of certain trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, has rights under or interests in certain trademark license agreements or service mark license agreements with other parties and has an interest in other trademark rights and other items related to the foregoing;

WHEREAS, Mannington Mills, Inc., a New Jersey corporation ("MMI") has entered into a Second Lien Loan Agreement, dated March 2, 2012 (as from time to time amended, modified, restated or supplemented, the "Loan Agreement"), among MMI, Burke Industries (Delaware), Inc. ("BI (DE)"), Maneto (UK) 2 Limited, the Lenders (as defined in the Loan Agreement) and the Agent;

WHEREAS, the Amtico Acquisition (as defined in the Loan Agreement) has been consummated;

WHEREAS, simultaneously with the execution and delivery of this Trademark Security Agreement (i) Grantor is entering into a Joinder Agreement to the Guarantee (Foreign Subsidiaries), dated as of the date hereof, pursuant to which it agrees to become a guarantor thereunder and (ii) the Grantor and certain other parties thereto are entering into certain Foreign Pledge Agreements and Foreign Security Agreements (as defined in the Loan Agreement);

WHEREAS, the Grantor shares an identity of interests as a member of a combined group of companies, and the Grantor derives substantial direct and indirect benefits from the loans to the UK Borrower pursuant to the Loan Agreement;

WHEREAS, the Lenders and the Agent have required, as a condition to their entering into and making loans under the Loan Agreement, that the Grantor execute and deliver to the Agent this Trademark Security Agreement in order to secure the prompt and complete payment, observance and performance of all of the UK Obligations;

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Agent, for the benefit of Agent and the ratable benefit of the Secured Parties, as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(c) All terms defined in this Trademark Security Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Trademark Security Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the UK Obligations, but in no event including any U.S. Obligations (collectively, the “Obligations”), Grantor hereby grants to Agent, for the benefit of the Agent and the Secured Parties, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (other than the security interests in favor of the Working Capital Agent to the extent required by the terms of the Intercreditor Agreement), with power of sale to the extent permitted by applicable law, all of Grantor’s:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, service marks,

registered service marks, service mark applications and goodwill, together with the other items described in clauses (i)-(iv) in this paragraph 4(a), are hereinafter individually and/or collectively referred to as the "Trademarks");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, the trademark license agreements and service mark license agreements relating to the manufacturing process listed on Schedule A attached hereto and made a part hereof, together with all renewals thereof and any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by any such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"); and

(c) all other trademark and service mark rights and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records describing or used in connection with any and all such rights, interests, assets or property (any or all of the foregoing are hereinafter referred to collectively as "Other Trademark Rights").

5. Restrictions on Future Agreements. Grantor will not (i) enter into any agreement, including, without limitation, any agreement in which Grantor agrees to sell or assign its interest in, or grant any license under, any of the Trademarks, Licenses or Other Trademark Rights, (a) which could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (b) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing, and Grantor further agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Trademark Security Agreement or the rights associated with those Trademarks, Licenses or Other Trademark Rights, or (ii) sell, mortgage, pledge, assign, encumber, grant a security interest in, transfer, license, alienate, assign its interest in, or grant any license under any of the Trademarks, Licenses or Other Trademark Rights except as expressly permitted under the Loan Agreement, provided however, that Grantor shall have the right to license the use of the Trademarks in the ordinary course of its business.

6. New Trademarks, Licenses and Other Trademark Rights. Grantor represents and warrants that (a) the Trademarks and Licenses listed on Schedule A of this Trademark Security Agreement include substantially all of the registered trademarks, trademark applications, registered service marks and service mark applications and manufacturing process Licenses now owned by Grantor, (b) to its actual knowledge, the issued Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Trademarks; (c) to its actual knowledge, each of the issued Trademarks is valid and enforceable; (d) to its actual knowledge, there is no infringement by others of the issued Trademarks and (e) no liens, claims or security interests have been granted by Grantor to any Person in such

Trademarks, Licenses and Other Trademark Rights, other than to the Working Capital Agent. If, prior to the termination of this Trademark Security Agreement, Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or Other Trademark Rights, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Agent written notice of events described in clauses (i), (ii) or (iii) of the preceding sentence as set forth in Section 5.2(l) of the Loan Agreement. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending Schedule A to include any future registered trademarks, trademark applications, registered service marks, service mark applications, trademark license agreements or service mark license agreements or license renewals (with regards to trademark or service mark licenses, relating to the manufacturing process), whether as licensee or licensor, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Grantor hereby agrees that the use by Agent on behalf of the Secured Parties of the Trademarks, Licenses and Other Trademark Rights as authorized hereunder in connection with the exercise of its remedies under paragraph 15 hereof, pursuant to Section 9.2 of the Loan Agreement or pursuant to any other Loan Document shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

8. Right to Inspect. Agent may at all reasonable times (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks, Licenses and Other Trademark Rights, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks, Licenses or Other Trademark Rights or in connection with which such Trademarks, Licenses or Other Trademark Rights are used. Grantor agrees not to change the quality of such products in any material adverse respect except (i) as necessary in its reasonable business judgment, provided that no Event of Default shall have occurred and be continuing or (ii) with Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Nature and Continuation of Agent's Security Interest; Termination of Agent's Security Interest. This Trademark Security Agreement is made for collateral security purposes only. This Trademark Security Agreement shall create a continuing security interest in the Trademarks, Licenses and Other Trademark Rights and shall remain in full force and effect until the payment in full of all of the Obligations and termination of the Loan Agreement. Upon payment in full of all of the Obligations and termination of the Loan Agreement, this Trademark Security Agreement shall terminate and Agent shall promptly execute and deliver to Grantor, at

DOC ID-18252041.3

Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks, Licenses and Other Trademark Rights, subject to any disposition thereof which may have been made by Agent pursuant to this Trademark Security Agreement, the Loan Agreement or any other Loan Document.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Trademark Security Agreement, (ii) make application for trademarks or service marks and (iii) use commercially reasonable efforts to maintain in full force and effect the Trademarks, Licenses and Other Trademark Rights that are or shall be necessary or economically desirable in the operation of Grantor's business. Grantor further agrees not to abandon any Trademarks or (except in the ordinary course of Grantor's business) License (x) if such event could reasonably be expected to have a Material Adverse Effect, provided that no Event of Default shall have occurred and be continuing and (y) without the prior written consent of Agent, if an Event of Default shall have occurred and be continuing. Any expenses incurred in connection with the foregoing shall be borne by Grantor.

11. Agent's Right to Sue. From and after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Licenses and Other Trademark Rights and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, Attorney Costs).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Trademark Security Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Trademark Security Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Trademark Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. From and after the occurrence of an Event of Default, Grantor hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Grantor's or Agent's name, from and after the occurrence of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks, Licenses or Other Trademark Rights, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Licenses or Other Trademark Rights to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Licenses (to the extent permitted under such License) or Other Trademark Rights to anyone on commercially reasonable terms, (iv) revise, update, amend, complete, file or record the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto, as Agent may determine to be necessary or desirable to assign or otherwise transfer the Trademarks, Licenses and Other Trademark Rights covered by this Trademark Security Agreement to any Person, including, without limitation, Agent or any Secured Party and (v) take any other actions with respect to the Trademarks, Licenses or Other Trademark Rights as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (i), (ii), (iii), (iv), or (v) of this paragraph 15 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks, Licenses or Other Trademark Rights. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Grantor acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

Agent shall have, in addition to all other rights and remedies given it by the terms of this Trademark Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Licenses or Other Trademark Rights may be located or deemed located. Upon the occurrence of an Event of Default and the election by Agent to exercise any of its remedies under Part 6 of Article 9 of the UCC with respect to the Trademarks, Licenses and Other Trademark Rights, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Licenses and Other Trademark Rights to Agent or any transferee of Agent and to execute and deliver to Agent or any such transferee all such agreements, documents and instruments (in addition to the Assignment of Trademark and Trademark Licenses Registrations and Applications attached as Exhibit A hereto) as may be necessary, in Agent's determination, to effect such assignment, conveyance and transfer. All of Agent's rights and remedies with respect to the Trademarks, Licenses and Other Trademark Rights, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may

exercise any of the rights and remedies provided in this Trademark Security Agreement, the Loan Agreement and any other Loan Document.

16. Successors and Assigns. This Trademark Security Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assignee of the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

17. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED AND ENFORCED AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED IN ALL RESPECTS IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Agent's Duty. Agent shall not have any duty with respect to the Trademarks, Licenses or Other Trademark Rights. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks, Licenses or Other Trademark Rights against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Grantor and added to the Obligations secured hereby.


20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate 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.

22. Further Assurances. Grantor hereby covenants and agrees that it shall execute and deliver such documents and instruments, and hereby authorizes Agent, in its own name or on behalf of Grantor, to execute and deliver such documents and instruments, at Grantor's expense, as Agent deems necessary or proper (i) to give effect to the provisions of this Trademark Security Agreement; (ii) to perfect or protect the security interest or the priority of the security interest, in each case, created pursuant to this Trademark Security Agreement; or (iii) at any time after the security interest under this Trademark Security Agreement has become enforceable, to facilitate the realization of the Trademarks, Licenses and Other Security Rights or the exercise of any rights vested in the Agent, in each case, including executing any transfer, charge, assignment or assurance of the Trademarks, Licenses and Other Security Rights (whether to the Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first written above.

THE AMTICO COMPANY LIMITED,
a private limited company formed under the laws of
England and Wales

By 
Name: FRANCIS J. NORRIS
Title: Director

[Signature Page to The Amtico Company Limited Trademark Security Agreement]

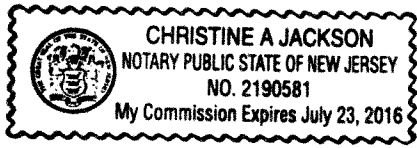
TRADEMARK
REEL: 004734 FRAME: 0141

STATE OF NEW ~~YORK~~ ^{Jersey})
COUNTY OF NEW ~~YORK~~ ^{Salem}) SS)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 5 day of March, 2012, by Francis J. Norris, personally known to me to hold the title of Director at The Amtico Company Limited, a private limited company formed under the laws of England and Wales, on behalf of such company.

(SEAL)

Christine A Jackson
Notary Public
Salem County, New Jersey
My commission expires: 7/23/16



[Signature Page to The Amtico Company Limited Trademark Security Agreement]

Accepted and agreed to as of
the date first written above, by:

TPG SPECIALTY LENDING, INC., as Agent

By

Name: **Joshua W. Easterly**
Title: **Vice President**

Schedule A
to
Trademark Security Agreement

Registered Trademarks

US. Trademarks

None.

Foreign Trademarks

AUSTRALIA

AMTICO, Reg. 233417
AMTICO, Reg. 588423
AMTICO, Reg. 636460
DESIGN OUT OF THE BOX FROM AMTICO (DESIGN), Reg. 808914
SPACIA, Reg. 1141110

AUSTRIA

STRATICA, Reg. 162041

BENELUX

AMTICO, Reg. 85298
STRATICA, Reg. 579732

BRAZIL

AMTICO, Reg. 818101792

CANADA

ARTECA, Reg. 557561
ARTECA (STYLIZED), Reg. 557560

CHILE

AMTICO, Reg. 600879

CHINA

AMTICO, Regs. 797375, 799399, 859909, 81984
AMTICO (Chinese Characters), Regs. 979376; 799398
AMTICO (STYLIZED), Regs. 4911970; 4911971
AMTICO INTERNATIONAL, Regs. 4911972; 4911973

SPACIA, Regs. 7814847; 7814848
SPACIA (Local Script), Regs. 7997427; 7997615
STRATICA, Regs. 4911968; 4911969
STRATICA (Chinese Characters), Regs. 4938332; 4938333

COMMUNITY

AMTICO, Reg. 3014842
AMTICO (STYLIZED), Reg. 313221
AMTICO XTRA (DESIGN), Reg. 9233362
DESIGN OUT OF THE BOX FROM AMTICO (DESIGN), Reg. 1126788
ECO-POLYMERIC LOGO, Reg. 2552040
SPACIA, Reg. 1044121

CYPRUS

AMTICO, Regs. 37458, 37459

CZECH REPUBLIC

AMTICO, Regs. 178678, 178679

DENMARK

AMTICO, Reg. 197003183

FINLAND

AMTICO, Reg. 120974
STRATICA, Reg. 201206

FRANCE

AMTICO, Reg. 1472481
STRATICA, Reg. 95590798

GERMANY

AMTICO, Regs. 878734, 2052463
STRATICA, Reg. 39540906

GREECE

AMTICO, Regs. 106399, 148278

HONG KONG

AMTICO and AMTICO (STYLIZED), Regs. 199700882; 199700883

HUNGARY

AMTICO, Reg. 136453

INDIA

AMTICO, Regs. 579872, 1408418
AMTICO and AMTICO (STYLIZED), Reg. 579873

INDONESIA

AMTICO, Reg. 339091

IRELAND

STRATICA, Reg. 171839

ISRAEL

AMTICO, Regs. 100522, 100523

ITALY

AMTICO, Reg. 845855
STRATICA, Reg. 733321

JAPAN

AMTICO, Regs. 2479113, 2697645, 2723755, 3318763, 3326634, 4020744
AMTICO (CHEVRON DESIGN), Reg. 4008708
AMTICO (Katakana Characters), Regs. 2706059; 2723756; 3326635
AMTICO (Katakana & Chevron), Reg. 4118706
AMTICO (STYLIZED Katakana). Reg. 1551145
STRATICA, Reg. 4091229

JERSEY

AMTICO, Reg. 5841

KOREA

AMTICO, Reg. 273361

MADRID PROTOCOL

SPACIA, Reg. 1044121

MALAYSIA

AMTICO, Reg. 92006628
AMTICO (Series of 7), Reg. 92006629

MEXICO

DOC ID-18252041.3

AMTICO, Regs. 433180, 540637

NEW ZEALAND

AMTICO, Regs. 92180, 228733

NORWAY

AMTICO, Reg. 79887
ECO-POLYMERIC LOGO, Reg. 216113
STRATICA, Reg. 179000

PAKISTAN

AMTICO, Regs. 117087, 117088

POLAND

AMTICO, Reg. 77734

PORTUGAL

AMTICO, Regs. 272817, 272818
STRATICA, Reg. 313331

SINGAPORE

AMTICO, Regs. S/1737/92; T92/01738D; 7883/92

SLOVAKIA

AMTICO, Regs. 174777; 174778

SOUTH AFRICA

AMTICO, Reg. 69/4939

SPAIN

AMTICO, Regs. 1629348; 1629349
STRATICA, Reg. 1989901

SWEDEN

AMTICO, Reg. 131161
STRATICA, Reg. 314548

SWITZERLAND

AMTICO, Reg. 376948

STRATICA, Reg. 435411

TAIWAN

AMTICO, Reg. 633146

THAILAND

AMTICO, Regs. KOR131142; KOR130249

TURKEY

AMTICO and AMTICO (STYLIZED), Regs. 209548; 209761

UNITED KINGDOM

AMTICO, Regs. 796001; 1576954
AMTICO and AMTICO (STYLIZED). Reg. 2021761
AMTICO EVERY ONE IS AN INDIVIDUAL, Reg. 2186405
AMTICO WORKS OF ART YOU CAN WALK ON, Reg. 1506685
AMTICO XTRA (DESIGN), Reg. 2538246
ELYPTA, Reg. 2377747
ELYPTA (DESIGN), Reg. 2377748
SPACIA, Reg. 2526789
STRATICA, Reg. 2039749
SYNTHESIS, Reg. 2258572

UNITED STATES

AMTICO, Reg. 1038538
AMTICO (STYLIZED), Regs. 2023153; 2060378
AMTICO STUDIO, Regs. 2125998; 2125999
ECO-POLMERIC LOGO, Reg. 3046549
STRATICA, Reg. 2242977

Exhibit A
to
Trademark Security Agreement

ASSIGNMENT OF TRADEMARK AND TRADEMARK LICENSE REGISTRATIONS AND APPLICATIONS

WHEREAS, THE AMTICO COMPANY LIMITED (“Assignor”), a private limited company formed under the laws of England and Wales, has adopted, used and is using certain Trademarks and Trademark Licenses listed on Schedule A annexed hereto and has made applications to use certain Trademarks and Trademark Licenses listed on such Schedule, such Schedule being made a part hereof (the Trademarks and Trademark Licenses, collectively, the “Trademarks and Licenses”), all of which are registered or filed in the relevant patent and trademark registry or office in the relevant jurisdiction.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor hereby assigns to _____ all of its right, title and interest in and to each of the Trademarks and Licenses together with the goodwill of the business symbolized by the Trademarks and Licenses, and their respective federal registrations.

DATED: _____,

ATTEST:

THE AMTICO COMPANY LIMITED

By _____

By _____

Name:

Title: