

## 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
BEST CONVEYORS LLC		04/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIANGLE CAPITAL CORPORATION, as Collateral Agent		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2158766	BEST/FLEX	
Registration Number:	2222226	BEST	
Registration Number:	2444050	BEST	
Registration Number:	2788638	BESTREACH	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.103		

OP \$115.00 2158766

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	04/04/2012
<b>Total Attachments: 6</b> source=Triangle Trademark Security Agreement#page1.tif source=Triangle Trademark Security Agreement#page2.tif source=Triangle Trademark Security Agreement#page3.tif source=Triangle Trademark Security Agreement#page4.tif source=Triangle Trademark Security Agreement#page5.tif source=Triangle Trademark Security Agreement#page6.tif	

**EXECUTION VERSION**

**THIS AGREEMENT, THE INDEBTEDNESS AND OTHER OBLIGATIONS EVIDENCED HEREBY AND ANY LIENS AND/OR SECURITY INTERESTS CONTEMPLATED HEREBY TO SECURE THE SAME ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "SUBORDINATION AGREEMENT") AND THAT CERTAIN INTERCREDITOR AGREEMENT (AS AMENDED, RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), EACH DATED AS OF MAY 2, 2011 AMONG TRIANGLE CAPITAL CORPORATION, PROSPECT CAPITAL CORPORATION, BANK OF MONTREAL, AS AGENT FOR THE SENIOR CREDITORS (AS DEFINED IN THE SUBORDINATION AGREEMENT AND THE INTERCREDITOR AGREEMENT), AND CERTAIN OTHER PARTIES AND EACH PARTY TO THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT AND THE INTERCREDITOR AGREEMENT.**

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of April 2, 2012 by BEST CONVEYORS LLC, a Delaware limited liability company ("Grantor"), in favor of TRIANGLE CAPITAL CORPORATION, as collateral agent ("Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of May 2, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") among Fischbein LLC, a Delaware limited liability company, as "Borrower", the other "Guarantors" from time to time party thereto, Collateral Agent and the purchasers from time to time party thereto ("Purchasers"), Collateral Agent and Purchasers have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, the Collateral Agent and Purchasers are willing to continue to make the loans and other financial accommodations as provided for in the Note Purchase Agreement on the condition, among others, that Grantor shall have executed and delivered to Collateral Agent (a) that certain Joinder Agreement to Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Joinder Agreement") among Grantor, certain affiliates of Grantor party thereto and Collateral Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Collateral Agent a continuing second priority security interest (subject only to the security interest of the Senior Agent) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or

interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and permitted assigns.

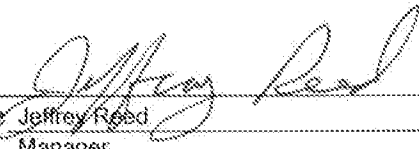
7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of North Carolina.

8. SUBORDINATION. The rights and remedies of Collateral Agent contained in this Agreement are subject to the Subordination Agreement and the Intercreditor Agreement and the rights of the Senior Agent set forth in the Subordination Agreement and the Intercreditor Agreement.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEST CONVEYORS LLC

By   
Name: Jeffrey Reed  
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE CAPITAL CORPORATION,  
as Collateral Agent

By \_\_\_\_\_  
Name: Brent P. W. Burgess  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004751 FRAME: 0166**

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BEST CONVEYORS LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

TRIANGLE CAPITAL CORPORATION,  
as Collateral Agent

By  \_\_\_\_\_  
Name: Brent P. W. Burgess  
Title: Managing Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004751 FRAME: 0167**

Trademark Security Agreement

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Owner	Trademark	Country	Status	Serial No.	File Date	Reg. No.	Reg. Date	Renewal Date
Best Conveyors LLC	BEST/FLEX	United States	Renewed	75275831	04/16/1997	2158766	5/19/1998	05/19/18
Best Conveyors LLC	BEST	United States	Renewed	75276043	04/16/1997	2222226	2/9/1999	02/09/19
Best Conveyors LLC	BEST	United States	Renewed	75829073	10/22/1999	2444050	4/17/2001	04/17/21
Best Conveyors LLC	BESTREACH	United States	Registered	76483972	01/21/2003	2788638	12/02/2003	12/2/2013