

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NIAGARA LASALLE CORPORATION

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 30, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: PNC Bank, National Association, as Agent

Internal _____

Address: _____

Street Address: Two Tower Center Boulevard

City: East Brunswick

State: New Jersey

Country: USA Zip: 08816

- Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: James Murray

Internal Address: CT Lien Solutions

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@writerskluwer.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

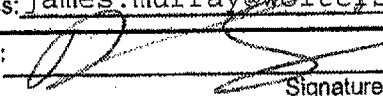
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

April 30, 2012

Date

David Shapiro
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$340.00 0760516

SCHEDULE A

Owner	Trademark	Jurisdiction	Registration #
Niagara LaSalle Corporation	150	United States	760516
	CORR-GARD	United States	1578653
	CPO	United States	1049382
	CUSTOM-CUT	United States	2458718
	E.T.D.	United States	655159
	FATIGUE-PROOF	United States	760229
	IHCP	United States	1047515
	L & DEVICE	United States	747471
	LA-LED	United States	1876337
	STRESSPROOF	United States	621637
	SUPER 1200	United States	1610378
	Trademark in the form of a suit of armor for use with Carbon and Alloy Drawn Steel	United States	2598834
	NIAGARA LASALLE & LOGO	United States	2354605

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of April 30, 2012, by Niagara LaSalle Corporation ("Loan Party"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for certain Lenders (in such capacity, "Agent") pursuant to the Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, the Loan Party, Agent and Lenders are party to a certain Revolving Credit and Security Agreement, dated as of April 30, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Loan Party is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent, for the benefit of itself and the Lenders, to enter into the Loan Agreement, the Loan Party hereby agrees with Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance in full of all the Obligations, the Loan Party hereby pledges, hypothecates and grants to Agent for the benefit of itself and the Lenders, a Lien on and security interest in and to all of the right, title and interest of such Loan Party in, to and under the following Collateral, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): (a) the Trademarks of such Loan Party listed on Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law);

(b) all Goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The Lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien and security

interest granted to Agent pursuant to the Loan Agreement, and Loan Party hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien on and security interest in and to the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Loan Agreement, the provisions of the Loan Agreement shall control unless Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the security interests granted to Agent pursuant to Article XIII of the Loan Agreement, upon written request of the applicable Loan Party, Agent shall execute, acknowledge, and deliver to the Loan Party an instrument in writing in recordable form releasing Agent's Lien on and security interest in and to the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. Loan Party authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UNIFORM COMMERCIAL CODE PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED

TO AGENT PURSUANT TO THE LOAN AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY AGENT THEREUNDER OR HEREUNDER ARE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THE LOAN AGREEMENT OR THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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

NIAGARA LASALLE CORPORATION

By: 

Name: Anthony J. Verkruyse

Title: Chief Financial Officer

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 

Name: Gerald R. Kirpes

Title: Senior Vice President

Signature Page to Trademark Security Agreement

RECORDED: 05/02/2012

TRADEMARK
REEL: 004770 FRAME: 0865