

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	Amendment, Ratification and Confirmation of Intellectual Property Security Agreement, Security Agreement - Patents and Security Agreement - Trademarks effective March 31, 2012																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SILBERLINE MANUFACTURING CO., INC.</td> <td></td> <td>03/30/2012</td> <td>CORPORATION: INDIANA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	SILBERLINE MANUFACTURING CO., INC.		03/30/2012	CORPORATION: INDIANA										
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CORRESPONDENCE DATA																					
Fax Number:	2155648120																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	215-564-8602																				
Email:	Svictor@stradley.com																				
Correspondent Name:	Sheila Victor for Julie Murphy, Esq.																				

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Address Line 1: Stradley Ronon Stevens & Young, LLP
Address Line 2: 2005 Market Street, Suite 2600
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 184880-0006

NAME OF SUBMITTER: Sheila Victor

Signature: /Sheila Victor/

Date: 05/03/2012

Total Attachments: 5

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**AMENDMENT, RATIFICATION AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT, SECURITY AGREEMENT –
PATENTS and SECURITY AGREEMENT - TRADEMARKS**

This AMENDMENT, RATIFICATION AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, SECURITY AGREEMENT - PATENTS AND SECURITY AGREEMENT – TRADEMARKS (this “Agreement”) is dated this 1st day of April, 2012 and made effective as of March 31, 2012, by and between SILBERLINE MANUFACTURING CO., INC., a corporation formed under the laws of the state of Indiana (“Company”) and CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania banking institution (the “Bank”).

BACKGROUND

A. Reference is made to that certain Credit Agreement dated as of May 31, 2006, as amended by Amendment Number One to Credit Agreement dated as of March 26, 2007, Amendment Number Two to Credit Agreement dated as of November 4, 2008, Amendment Number Three and Waiver to Credit Agreement made effective as of November 26, 2009, Amendment Number Four to Credit Agreement effective as of August 5, 2010, certain letter amendments dated October 26, 2010, December 23, 2010, February 3, 2011 and March 2, 2011, Amendment Number Five to Credit Agreement dated May 22, 2011, and that certain Amendment Number Six to Credit Agreement of even date herewith the “Sixth Amendment”) (as may be further amended, restated, modified and supplemented from time to time, the “Loan Agreement”), among Silberline Manufacturing Co., Inc., an Indiana corporation (the “Company”), and the following subsidiaries or affiliates of the Company: Silberline Limited, formed under the laws of the United Kingdom (“Limited”), and Silberline Holding Co., Inc., a Delaware Corporation (“Silberline Holding”), and Silberline Mauritius Limited 新博來毛里求斯有限公司, formed under the laws of the Republic of Mauritius with (“Silberline Mauritius”) (the Company, Limited, Silberline Holding and Silberline Mauritius, each individually a “Borrower” and collectively the “Borrowers”) and Bank.

B. Pursuant to the terms of the Loan Agreement, Company executed and delivered to Bank (i) that certain Intellectual Property Security Agreement dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “IP Security Agreement”), (ii) a Security Agreement - Patents dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “Patent Security Agreement”) which was recorded with the United States Patent and Trademark Office on December 3, 2009, Reel/Frame 023594/0188 and (iii) a Security Agreement – Trademarks dated November 24, 2009 (as amended, modified, extended and/or supplemented from time to time, the “Trademark Security Agreement”) which was recorded with the United States Patent and Trademark Office on December 8, 2009, Reel/Frame 4110/0271.

C. On May 22, 2011, and pursuant to the terms of Amendment Number Five to Credit Agreement, the Company executed and delivered to Bank that certain First Amendment and Modification to Intellectual Property Security Agreement, Security Agreement – Patents and Security Agreement – Trademarks (the “First Amendment”), which was recorded with the United States Patent and Trademark office on June 14, 2011, Reel/Frame 04560/0876.

D. Capitalized terms used in this Amendment and not otherwise defined shall have the meaning given thereto in the IP Security Agreement.

E. On the date hereof, Borrowers and Bank are entering into that certain Amendment Number Six to Credit Agreement (the "**Sixth Amendment**"), pursuant to which Borrowers and Bank have agreed, *inter alia*, to amend the Loan Agreement.

F. The Company and Bank desire to amend, confirm and ratify the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement (all as amended by the First Amendment and by this Agreement) as set forth herein.

NOW, THEREFORE, in order to induce Bank to enter into the Sixth Amendment and for other good and valuable consideration, including, without limitation, the benefits which will accrue to the Borrowers from the foregoing, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions; Amendment/References.** The IP Security Agreement and Patent Security Agreement are hereby amended to be consistent with the terms of this Agreement. The definition of "**Loan Agreement**" and "**Borrowers**" set forth in the IP Security Agreement, Patent Security Agreement and Trademark Security Agreement shall be replaced with the definitions set forth in the above Background. All references in the IP Security Agreement to the "**Agreement**" shall mean the "**Agreement**" as amended hereby. All references in the Loan Agreement and the Loan Documents to the "**Intellectual Property Security Agreement**" shall mean the Intellectual Property Security Agreement as amended hereby.

2. **Obligations Secured.** Section 2 of the Intellectual Property Security Agreement is hereby deleted in its entirety and replaced with the following:

"2. **OBLIGATIONS SECURED.** The security interests, liens and other interests granted to the Bank pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by the Borrowers to the Bank, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Credit Agreement, any Hedging Agreement, the other Loan Documents or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Credit Agreement or after the commencement of any case with respect to the Company under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by the Bank (all of the foregoing being collectively referred to herein as the "**Obligations**").

3. **Modification.** This Agreement shall be deemed a modification of the IP

Security Agreement, the Patent Security Agreement and the Trademark Security Agreement to the extent inconsistent with the IP Security Agreement, the Patent Security Agreement or the Trademark Security Agreement and no other changes or modifications in or to the IP Security Agreement, the Patent Security Agreement and/or the Trademark Security Agreement, except as specifically set forth herein, are intended or implied, and in all other respects, the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement are hereby specifically ratified, reaffirmed and confirmed by the parties hereto. Nothing in Modification Agreement is intended or shall be construed to affect or impair the lien priority of the IP Security Agreement, the Patent Security Agreement or the Trademark Security Agreement. Subject to the foregoing, all of the terms, conditions, covenants and provisions of the IP Security Agreement, the Patent Security Agreement and the Trademark Security Agreement are ratified and confirmed and shall remain in full force and effect.

4. **Binding Effect.** This Modification Agreement, upon due execution hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

5. **Governing Law.** This Modification Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

6. **Severability.** The provisions of this Modification Agreement are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

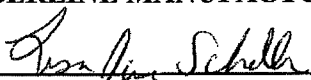
7. **Counterparts.** This Modification Agreement may be executed in any number of counterparts, each of which shall constitute an original and, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, Company and Bank have executed or caused Agreement to be executed on the date first above written.

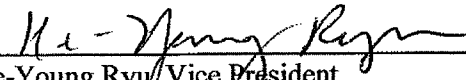
ATTEST:

By: 
Gary Karnish, Global CFO

SILBERLINE MANUFACTURING CO., INC.

By: 
Lisa Jane Scheller, Chairperson

CITIZENS BANK OF PENNSYLVANIA

By: 
He-Young Ryu, Vice President

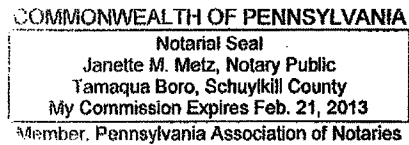
*[SIGNATURE PAGES TO AMENDMENT, RATIFICATION AND CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT, SECURITY AGREEMENT – PATENTS
and SECURITY AGREEMENT – TRADEMARKS]*

STATE OF Pennsylvania :
 : ss.
COUNTY OF Schuylkill :

On the 30TH day of March, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa Jane Scheller who acknowledged herself to be the Chairperson of **SILBERLINE MANUFACTURING CO., INC.**, an Indiana corporation, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **SILBERLINE MANUFACTURING CO., INC.**

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Janette M. Metz
Notary Public



STATE OF _____ :
 : ss.
COUNTY OF _____ :

On the _____ day of _____, 2012, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself/herself to be a _____ of **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania banking institution, and that s/he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of **CITIZENS BANK OF PENNSYLVANIA**.

IN WITNESS HEREOF, I hereunto set my hand and official seal.

Notary Public

[SIGNATURE PAGES TO AMENDMENT, RATIFICATION AND CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, SECURITY AGREEMENT – PATENTS and SECURITY AGREEMENT – TRADEMARKS]