

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 Whitmore Manufacturing Company		04/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	8th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	85496321	COLORGUARD
Serial Number:	85496342	GUARDIAN
Serial Number:	85453084	RAIL ARMOR
Serial Number:	85396226	WHITLUBER
Registration Number:	4059556	THE TOWERS SELF STORAGE
Registration Number:	4075320	WHITZORB
Serial Number:	85056041	ENVIROGUARD
Registration Number:	3626537	EARTHKEEPER
Registration Number:	3495926	KATS COATINGS
Registration Number:	3495498	CITRUS SELECT
Registration Number:	3426278	RAILMAX
Registration Number:	3281908	STEELMASTER
Registration Number:	3281909	RAILGUARD

CH \$990.00 85496321

Registration Number:	3141520	GEARMATE
Registration Number:	3032121	SURSTIK
Registration Number:	3040915	KATS COATINGS
Registration Number:	2706906	BIORAIL
Registration Number:	2755480	MATRIX
Registration Number:	2532072	THE WHITMORE MANUFACTURING CO. SINCE 1893
Registration Number:	2521856	H HORIZON LUBRICANTS
Registration Number:	2397989	TRACKMATE
Registration Number:	2228331	GORILLA GREASE
Registration Number:	2300532	AIR SENTRY
Registration Number:	2254848	KATS COATINGS
Registration Number:	2087710	EZ SWITCH
Registration Number:	2022143	RAILMASTER
Registration Number:	1981234	MICROSLIDE
Registration Number:	1638835	ARMOR-PLATE
Registration Number:	1551568	HANDI-LUBE
Registration Number:	1437660	NOVAGARD
Registration Number:	1350240	OMNITEMP
Registration Number:	1338719	ENVIROGARD
Registration Number:	1338720	ENVIROLUBE
Registration Number:	1350239	OMNITASK
Registration Number:	1347119	MULTIPLUS
Registration Number:	1311921	WHITSLIDE
Registration Number:	1311920	WHITCAM
Registration Number:	1293780	SURTAC
Registration Number:	0526618	WHITMORE'S

**CORRESPONDENCE DATA**

Fax Number: 8043447999  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 804-788-8331  
Email: HWRITM@hunton.com  
Correspondent Name: Stephen P. Demm - Hunton & Williams LLP  
Address Line 1: 951 East Byrd Street  
Address Line 2: Riverfront Plaza - East Tower  
Address Line 4: Richmond, VIRGINIA 23219-7074

	64226.1214
<b>NAME OF SUBMITTER:</b>	Stephen P. Demm
<b>Signature:</b>	/Stephen P. Demm/
<b>Date:</b>	05/04/2012
<b>Total Attachments: 5</b> source=Whitemore-Trademark Security#page1.tif source=Whitemore-Trademark Security#page2.tif source=Whitemore-Trademark Security#page3.tif source=Whitemore-Trademark Security#page4.tif source=Whitemore-Trademark Security#page5.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, THE WHITMORE MANUFACTURING COMPANY, a Delaware corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 27, 2012 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"), among Grantor, certain subsidiaries of Grantor, and JPMorgan Chase Bank, National Association, as administrative agent ("Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, trademark registration and trademark application;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

**GRANTOR:**

THE WHITMORE MANUFACTURING  
COMPANY

By: Jeff Kilpatrick  
Name: Jeff Kilpatrick  
Title: President/CEO

**SECURED PARTY:**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as administrative agent

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

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:


**GRANTOR:**

THE WHITMORE MANUFACTURING  
COMPANY


By: \_\_\_\_\_  
Name: Jeff Kilpatrick  
Title: President/CEO

**SECURED PARTY:**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as administrative agent

By:  \_\_\_\_\_  
Name: Chris Salgado  
Title: Vice President / Banker III

Schedule 1  
to Trademark  
Security Agreement

Mark	Owner	Serial or Reg. No.
COLORGUARD	The Whitmore Manufacturing Company	85/496,321
GUARDIAN	The Whitmore Manufacturing Company	85/496,342
RAIL ARMOR	The Whitmore Manufacturing Company	85/453,084
WHITLUBER	The Whitmore Manufacturing Company	85/396,226
 The Towers SELF STORAGE	The Whitmore Manufacturing Company	4,059,556
WHITZORB	The Whitmore Manufacturing Company	4,075,320
ENVIROGUARD	The Whitmore Manufacturing Company	85/056,041
EARTHKEEPER	The Whitmore Manufacturing Company	3,626,537
KATS COATINGS	The Whitmore Manufacturing Company	3,495,926
CITRUS SELECT	The Whitmore Manufacturing Company	3,495,498
RAILMAX	The Whitmore Manufacturing Company	3,426,278
STEELMASTER	The Whitmore Manufacturing Company	3,281,908
RAILGUARD	The Whitmore Manufacturing Company	3,281,909
GEARMATE	The Whitmore Manufacturing Company	3,141,520
SURSTIK	The Whitmore Manufacturing Company	3,032,121
 KATS COATINGS	The Whitmore Manufacturing Company	3,040,915
BIORAIL	The Whitmore Manufacturing Company	2,706,906
MATRIX	The Whitmore Manufacturing Company	2,755,480
	The Whitmore Manufacturing Company	2,532,072
 HORIZON	The Whitmore Manufacturing Company	2,521,856
TRACKMATE	The Whitmore Manufacturing Company	2,397,989
GORILLA GREASE	The Whitmore Manufacturing Company	2,228,331

Mark	Owner	Serial or Reg. No.
AIR SENTRY	The Whitmore Manufacturing Company	2,300,532
	The Whitmore Manufacturing Company	2,254,848
EZ SWITCH	The Whitmore Manufacturing Company	2,087,710
RAILMASTER	The Whitmore Manufacturing Company	2,022,143
MICROSLIDE	The Whitmore Manufacturing Company	1,981,234
ARMOR-PLATE	The Whitmore Manufacturing Company	1,638,835
HANDI-LUBE	The Whitmore Manufacturing Company	1,551,568
NOVAGARD	The Whitmore Manufacturing Company	1,437,660
OMNITEMP	The Whitmore Manufacturing Company	1,350,240
ENVIROGARD	The Whitmore Manufacturing Company	1,338,719
ENVIROLUBE	The Whitmore Manufacturing Company	1,338,720
OMNITASK	The Whitmore Manufacturing Company	1,350,239
MULTIPLUS	The Whitmore Manufacturing Company	1,347,119
WHITSLIDE	The Whitmore Manufacturing Company	1,311,921
WHITCAM	The Whitmore Manufacturing Company	1,311,920
SURTAC	The Whitmore Manufacturing Company	1,293,780
WHITMORE'S	The Whitmore Manufacturing Company	526,618