

## 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
	Metokote Corporation		05/15/2012	CORPORATION: DELAWARE
	Metokote Mexico Holdings, Inc.		05/15/2012	CORPORATION: OHIO
RECEIVING PARTY DATA				
Name:	The Huntington National Bank			
Street Address:	41 S. High Street			
City:	Columbus			
State/Country:	OHIO			
Postal Code:	43215			
Entity Type:	Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 3				
	Property Type	Number	Word Mark	
Serial Number:		85037954	METOKOTE	
Registration Number:		3069901	INSITE	
Serial Number:		85038008	MIKROKOTE	
CORRESPONDENCE DATA				
Fax Number:	6142272100			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6142272026			
Email:	ipdocket@porterwright.com			
Correspondent Name:	Richard M. Mescher			
Address Line 1:	41 S. High Street			
Address Line 2:	Suite 2900			
Address Line 4:	Columbus, OHIO 43215			
ATTORNEY DOCKET NUMBER:	METOKOTE			

CH \$90.00 85037954

NAME OF SUBMITTER:	Richard M. Mescher
Signature:	/richard m. mescher/
Date:	05/21/2012
Total Attachments: 5 source=tmsa#page1.tif source=tmsa#page2.tif source=tmsa#page3.tif source=tmsa#page4.tif source=tmsa#page5.tif	

TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2012, by METOKOTE CORPORATION, a Delaware corporation (the "Borrower"), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors") in favor of The Huntington National Bank (in such capacity, together with its successors in such capacity, "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of May 18, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties (as defined therein), each lender from time to time party thereto (the "Lenders"), Administrative Agent, the Issuing Bank (as defined therein) and the other agents parties thereto, certain Secured Parties have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Secured Parties and Administrative Agent to enter into the Credit Agreement and to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***


The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

METOKOTE CORPORATION, a Delaware corporation,  
*as Borrower and Grantor*

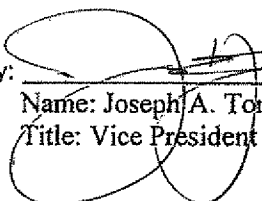
By:   
Name: Bruce A. Chalmers  
Title: Secretary-Treasurer

METOKOTE MEXICO HOLDINGS, INC.,  
*as Grantor*

By:   
Name: Bruce A. Chalmers  
Title: Secretary-Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

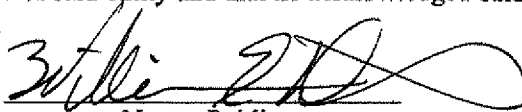
THE HUNTINGTON NATIONAL BANK,  
as Administrative Agent

By:   
Name: Joseph A. Tonges  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Ohio )  
 ) ss.  
COUNTY OF Allen )

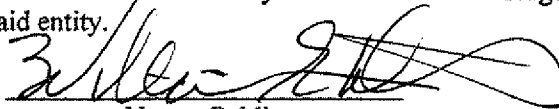
On this 15 day of May, 2012, before me personally appeared Bruce a. Chalmers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MetoKote Corporation, a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

  
Notary Public

WILLIAM E. DAVIS, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
2012 167.03 R.C.

STATE OF Ohio )  
 ) ss.  
COUNTY OF Allen )

On this 15 day of May, 2012, before me personally appeared Bruce A. Chalmers, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Metokote Mexico Holdings, Inc., an Ohio corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

  
Notary Public

WILLIAM E. DAVIS, Attorney At Law  
NOTARY PUBLIC, STATE OF OHIO  
My commission has no expiration date  
2012 167.03 R.C.

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

*Trademark Registrations*

A. REGISTERED TRADEMARKS

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u> <sup>1</sup>
INSITE®	MetoKote Corporation	March 21, 2006	Registered	3,069,901

B. TRADEMARK APPLICATIONS

<u>Trademarks</u>	<u>Owner</u>	<u>Application Date</u>	<u>Status</u>	<u>Application No.</u> <sup>2</sup>
METOKOTE™	MetoKote Corporate	May 13, 2010	Pending	85/037,954
MIKROKOTE™	MetoKote Corporation	May 13, 2010	Pending	85/038,008

C. TRADEMARK LICENSES

N/A

---

<sup>1</sup> Filings were made on May 11, 2012 to correct the registration and applications to show that their proper owner is MetoKote Corporation, a Delaware corporation.

<sup>2</sup> Filings were made on May 11, 2012 to correct the registration and applications to show that their proper owner is MetoKote Corporation, a Delaware corporation.