

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
Michael Stapleton Associates, Ltd.		05/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue, 41st Floor		
Internal Address:	Attn: Commercial Banking		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85286836	MSA SECURITY	
Serial Number:	85286992	MSA SECURITY	
Serial Number:	85271478	IN THE BUSINESS OF BUSINESS AS USUAL	
Serial Number:	85259631	SMARTTECH	
Serial Number:	85259736	SMARTCHEM	
Serial Number:	85271479	SMARTTECH CHEM	
Serial Number:	85254871	PROTECS	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		

CH \$190.00 85286836

Address Line 1: 211 North Broadway, Suite 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0333641
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	05/31/2012

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, MICHAEL STAPLETON ASSOCIATES, LTD., a Delaware corporation ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, JPMORGAN CHASE BANK, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, dated as of May 24, 2012, between the Grantor and the Grantee (as amended from time to time, the "**Loan Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Loan Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Indebtedness (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

MICHAEL STAPLETON ASSOCIATES, LTD.,
a Delaware corporation

By: [Signature]
Name: Michael Kennedy
Title: CFO / Secretary

STATE OF New York
COUNTY OF New York

On this 25TH day of May, 2012, before me personally came MICHAEL P. KENNEDY, to me known, who, being by me duly sworn did depose and say that he is the CFO of MICHAEL STAPLETON ASSOCIATES, LTD., a Delaware corporation, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: DEC. 8, 2013

HUGH E. O'ROURKE, JR.
Notary Public, State of New York
No. 02OR5089301
Qualified in Suffolk County
Commission Expires Dec. 8, ~~2012~~

2013

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: Jalima McNally
Name: Jalima McNally
Title: Authorized Signer

STATE OF New York)
COUNTY OF New York)

On this 24th day of May, 2012, before me personally came Jalima McNally, to me known, who, being by me duly sworn did depose and say that he is a Authorized Signer of JPMORGAN CHASE BANK, N.A., the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Dejwill
Notary Public

My Commission Expires: 4/12/2015

DEBRA J. WILLIAMS
Notary Public, State of New York
No. 501161
Qualified in Bronx County
Commission Expires April 12, 2015

Schedule A - Trademarks

Country	Trademark	Serial/Registration Number	Filing Date	Owner
US	MSA Security	85286836	4/5/2011	Michael Stapleton Associates, Ltd
US	MSA Security	85286992	4/5/2011	Michael Stapleton Associates, Ltd
US	In The Business Of Business As Usual	85271478	3/19/2011	Michael Stapleton Associates, Ltd
US	SmartTech	85259631	3/7/2011	Michael Stapleton Associates, Ltd
US	SmartChem	85259736	3/7/2011	Michael Stapleton Associates, Ltd
US	SmartTech Chem	85271479	3/19/2011	Michael Stapleton Associates, Ltd
US	PROTECS	85254871	3/1/2011	Michael Stapleton Associates, Ltd

Schedule B – Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner