TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Line-X Intermediate Holdings LLC		06/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
Line-X LLC		06/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
Line-X Franchising LLC		06/26/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
Ground Effects LLC		06/26/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	225 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	85534629	HOME LINER
Registration Number:	4026850	ASPART-X
Registration Number:	3174050	PAXCON
Registration Number:	3095472	LINE-XXTRA
Registration Number:	3186566	LINE-X SPRAY ON TRUCK BEDLINERS
Registration Number:	3160822	LINE-XXTRA
Registration Number:	3170032	LINE-XXTRA
Registration Number:	3100565	LINE XXTRA
Registration Number:	3083378	PAXCON

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Serial Number:	77922864	BLOC & BLU
Registration Number:	3666009	LINE-X XTRA
Registration Number:	3666008	LINE-X XTRA
Registration Number:	3660180	WORK. PLAY. PROTECT.
Registration Number:	3764253	LINE-X
Registration Number:	3530500	LINE-X
Registration Number:	2463701	LINE X
Registration Number:	2461464	LINE-X
Registration Number:	1861562	LINE-X

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2336
Email: melissa.karp@srz.com
Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1323
NAME OF SUBMITTER:	Melissa Karp (014951-1323)
Signature:	/kc for mk/
Date:	06/27/2012

Total Attachments: 10
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 26, 2012, by Line-X Intermediate Holdings LLC, a Delaware limited liability company (the "Parent"), Line-X LLC, a Delaware limited liability company ("Line-X"), Line-X Franchising LLC, a California limited liability company ("Line-X Franchising"), and Ground Effects LLC, a Delaware limited liability company ("Ground Effects" and together with the Parent, Line-X and Line-X Franchising, each a "Grantor" and collectively, the "Grantors"), in favor of PNC Bank, National Association, in its capacity as U.S. collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated June 26, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

TRADEMARK
REEL: 004809 FRAME: 0692

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[*Remainder of page intentionally left blank*]

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

GRANTORS:

LINE-X INTERMEDIATE HOLDINGS LLC

By:_____
Name: James T. Garner
Title: Chief Financial Officer

LINE-X LLC

By:_____
Name: James T. Garner
Title: Chief Financial Officer

GROUND EFFECTS LLC

By:_____
Name: James T. Garner
Title: Chief Financial Officer

LINE-X FRANCHISING LLC

By:_____
Name: James T. Garner
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK REGISTRATIONS AND APPLICATIONS

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARK REGISTRATIONS AND APPLICATIONS

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Acquisition LLC	U.S.	HOME LINER	85534629	2/6/2012	Pending
Line-X Acquisition LLC	U.S.	ASPART-X	4026850	5/11/2010	9/13/2011
Line-X Acquisition LLC	U.S.	PAXCON	3174050	1/8/2006	11/21/2006
Line-X Acquisition LLC	U.S.	LINE-XXTRA	3095472	6/1/2005	5/23/2006
Line-X Acquisition LLC	U.S.	LINE-X SPRAY ON TRUCK BEDLINERS	3186566	1/8/2006	12/19/2006
Line-X Acquisition LLC	U.S.	LINE-XXTRA	3160822	6/1/2005	10/17/2006
Line-X Acquisition LLC	U.S.	LINE-XXTRA	3170032	6/1/2005	11/7/2006
Line-X Acquisition LLC	U.S.	LINE XXTRA	3100565	6/1/2005	6/6/2006
Line-X Acquisition LLC	U.S.	PAXCON	3083378	8/14/2002	4/18/2006
Line-X Acquisition LLC	U.S.	BLOC & BLU	77922864	1/28/2010	Pending
Line-X Acquisition LLC	U.S.	LINE-X XTRA	3666009	9/23/2008	8/11/2009
Line-X Acquisition LLC	U.S.	LINE-X XTRA	3666008	9/23/2008	8/11/2009
Line-X Acquisition LLC	U.S.	WORK. PLAY. PROTECT.	3660180	7/14/2008	7/28/2009
Line-X Acquisition LLC	U.S.	LINE-X	3764253	7/2/2008	3/23/2010

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Acquisition LLC	U.S.	LINE-X	3530500	3/28/2008	11/11/2008
Line-X Acquisition LLC	U.S.	LINE X	2463701	4/4/2000	6/26/2001
Line-X Acquisition LLC	U.S.	LINE-X	2461464	4/4/2000	6/19/2001
Line-X Acquisition LLC	U.S.	LINE-X	1861562	8/30/1993	11/8/1994
Line-X Acquisition LLC	Australia	LINE-X	853470	10/13/2000	10/13/2000
Line-X Acquisition LLC	Australia	LINE-X	934140	11/14/2002	11/14/2002
Line-X Acquisition LLC	Brazil	LINE-X	820647705		6/27/2000
Line-X Acquisition LLC	Canada	LINE-X	545613	9/16/1998	5/25/2001
Line-X Acquisition LLC	Chile	LINE-X	907245	5/18/2010	1/7/2001
Line-X Franchise Development Corporation	China	LINE-X	3323868	9/28/2002	5/28/2004
Line-X Franchise Development Corporation	China	LINE-X	3323867	9/28/2002	5/28/2004
Line-X Franchise Development Corporation	China	LINE-X	3323870	9/28/2002	5/28/2004
Line-X Franchise Development Corporation	China	LINE-X	3323869	9/28/2002	5/28/2004
Line-X Franchise Development Corporation	Colombia	LINE-X	373745	8/12/2008	2/25/2009

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Franchise Development Corporation	Egypt	LINE-X	141263		12/16/2008
Line-X Franchise Development Corporation	Europe	LINE-X	007018757	6/26/2008	9/10/2009
Line-X Franchise Development Corporation	Hong Kong	LINE-X	2001 B07650	6/23/2000	6/27/2001
Line-X Franchise Development Corporation	Israel	LINE-X	211605	5/18/2008	Pending
Line-X Franchise Development Corporation	Israel	LINE-X	211606	5/18/2008	Pending
Line-X Acquisition LLC	Lebanon	LINE-X	120984	2/19/2009	3/3/2009
Line-X Acquisition LLC	Japan	LINE-X	International Reg. No. 0982372	8/22/2008 (Int. Reg. Date)	7/28/2010
Line-X Acquisition LLC	Korea	LINE-X	International Reg. No. 0982372	8/22/2008 (Int. Reg. Date)	11/2/2009
Line-X Franchise Development Corporation	Malaysia	LINE-X	2000-15096	10/25/2000	10/25/2010
Line-X Franchise Development Corporation	Malaysia	LINE-X (logo)	2000-15097	10/25/2000	10/25/2010

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Acquisition LLC	Mexico	LINE-X	1182006	7/12/2007	7/12/2007
Line-X Acquisition LLC	Mexico	LINE-X	1021497	7/12/2007	7/12/2007
Line-X Acquisition LLC	New Zealand	LINE-X	625169	10/16/2000	10/16/2000
Line-X Acquisition LLC	New Zealand	LINE-X (logo)	627695	11/23/2000	11/23/2000
Line-X Acquisition LLC	New Zealand	LINE-X	668495	11/15/2002	11/15/2002
Line-X Franchise Development Corporation	Panama	LINE-X	170995	5/9/2008	5/9/2008
Line-X Franchise Development Corporation	Panama	LINE-X	173683	8/8/2008	8/8/2008
Line-X Acquisition LLC	Russia	LINE-X	International Reg. No. 0982372	8/22/2008 (Int. Reg. Date)	1/14/2010
Line-X Acquisition LLC	Saudi Arabia	LINE-X	642/6	3/25/2001	11/30/2000
Line-X Franchise Development Corporation	Spain	LINE-X	898601	6/5/2006	6/5/2006
Line-X Franchise Development Corporation	Spain	LINE-X	897862	6/5/2006	6/5/2006
Line-X Franchise Development Corporation	Spain	LINE-X (LINE-X SPRAY ON TRUCK BEDLINERS)	910959	6/13/2006	6/13/2006

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Franchise Development Corporation	Taiwan	LINE-X	01055244	8/31/2003	8/16/2003
Line-X Franchise Development Corporation	Taiwan	LINE-X	00185574	8/15/2003	8/16/2003
Line-X Franchise Development Corporation	Taiwan	LINE-X	01060128	8/31/2003	10/16/2003
Line-X Franchise Development Corporation	Taiwan	LINE-X	00187259	8/15/2003	10/16/2003
Line-X Acquisition LLC	Thailand	LINE-X	TM335590	3/27/2009	6/13/2011
Line-X Franchise Development Corporation	Turkey	LINE-X	2005/28843	7/12/2005	7/12/2005
Line-X Acquisition LLC	UAE	LINE-X	127108	3/18/2009	3/18/2009
Line-X Franchise Development Corporation	Colombia	PAXCON	373747		2/25/2009
Line-X Franchise Development Corporation	Colombia	PAXCON	373748		2/25/2009
Line-X Franchise Development Corporation	Europe	PAXCON	4564753	7/20/2005	7/17/2007
Line-X Franchise Development Corporation	Israel	PAXCON	210390	4/6/2008	6/4/2008
Line-X Franchise Development Corporation	Israel	PAXCON	210391	4/6/2008	6/4/2008

Company	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Line-X Acquisition LLC	Japan	PAXCON	International Reg. No. 0962300	4/1/2008 (Int. Reg. Date)	8/10/2009
Line-X Acquisition LLC	Korea	PAXCON	International Reg. No. 0962300	4/1/2008 (Int. Reg. Date)	8/14/2009
Line-X Acquisition LLC	Lebanon	PAXCON	1209813	2/19/2009	2/27/2009
Line-X Acquisition LLC	Russia	PAXCON	International Reg. No. 0962300	4/01/2008 (Int. Reg. Date)	8/14/2009
Line-X Acquisition LLC	Saudi Arabia	PAXCON	140509	3/1/2009	Pending
Line-X Acquisition LLC	Thailand	PAXCON	TM321964	3/27/2009	3/27/2009
Line-X Acquisition LLC	Thailand	PAXCON	SM48104	3/27/2009	3/27/2009
Line-X Acquisition LLC	UAE	PAXCON	127109	3/18/2009	3/18/2009
Line-X Acquisition LLC	Europe	PRISM	007233802	9/15/2008	6/24/2009
Line-X Acquisition LLC	Europe	PRISM (logo)	007233893	9/16/2008	6/24/2009
Line-X Acquisition LLC	Europe	AQUA-URETHANE EXTREME	008959363	3/17/2010	8/18/2010
Line-X Acquisition LLC	Canada	ASPART-X	1574855	4/25/2012	Pending