

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Note Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FlexHead Industries, Inc.		07/09/2012	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association (successor by merger to Wilmington Trust FSB)		
Street Address:	246 Goose Lane		
Internal Address:	Suite 105		
City:	Guilford		
State/Country:	CONNECTICUT		
Postal Code:	06437		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1947222	FLEXHEAD	
Registration Number:	2172962	FLEXHEAD	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Eric T. Juergens, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24079-1200		
NAME OF SUBMITTER:	Eric T. Juergens		

CH \$65.00 1947222

Signature:	/Eric T. Juergens/
Date:	07/12/2012
Total Attachments: 4 source=FlexHead Note_Grant Trademark Notice#page1.tif source=FlexHead Note_Grant Trademark Notice#page2.tif source=FlexHead Note_Grant Trademark Notice#page3.tif source=FlexHead Note_Grant Trademark Notice#page4.tif	

NOTE NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTE NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 9, 2012, is made by FlexHead Industries, Inc., a Massachusetts corporation having a principal place of business at 16100 S. Lathrop Avenue, Harvey, Illinois 60426 (the "Grantor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION (successor by merger to WILMINGTON TRUST FSB), as Collateral Agent (the "Agent"), under certain of the Note Documents for the Secured Parties.

WHEREAS, pursuant to that certain Indenture, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Indenture") among the Company, the Note Guarantors, the Trustee and Agent, the Company has agreed to issue secured notes upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Collateral Agreement, dated as of December 22, 2010 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Note Collateral Agreement"), among Holdings, the Company, certain of its subsidiaries and the Agent, the Company and such subsidiaries have granted to the Agent for the benefit of the Secured Parties a first priority security interest in all of their Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Trustee to enter into the Indenture and to induce the Holders to purchase the Notes, the Grantor agrees, with the Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Note Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Note Collateral Agreement it granted to the Agent, for the benefit of the Secured Parties, a first priority security interest in all

of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a first priority security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Note Collateral Agreement. To the extent that there is any conflict between this Agreement and the Note Collateral Agreement, the Note Collateral Agreement shall control in all respects. The Note Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the Note Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

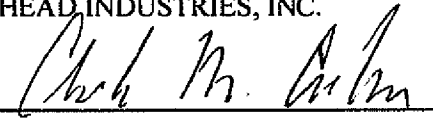
SECTION 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

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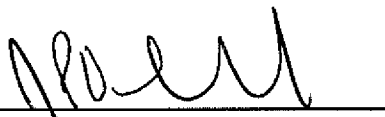
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FLEXHEAD INDUSTRIES, INC.

By: 
Name: Charles M. Cohrs
Title: Treasurer

WILMINGTON TRUST, NATIONAL
ASSOCIATION (successor by merger to
WILMINGTON TRUST FSB),
as Agent

By: 
Name: Joseph P. O'Donnell
Title: Vice President

SCHEDULE I

Trademark	Status	App. No.	File Date	Reg. No.	Reg. Date	Renewal
FLEXHEAD	Registered	74/417,781	7/28/1993	1,947,222	1/9/1996	1/9/2016
FLEXHEAD	Registered	75/314,898	6/26/1997	2,172,962	7/14/1998	7/14/2018

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