

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
Cooley Group Holdings, Inc.		07/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Webster Business Credit Corporation, as Agent
Street Address:	360 Lexington Avenue, 5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2385362	ARMOR SHELL
Registration Number:	3689959	ARMORSEAL
Registration Number:	3153948	C3
Registration Number:	1650771	C3
Registration Number:	2905583	COOLEY
Registration Number:	1595450	COOLEY BRITE
Registration Number:	1588430	COOLEY MAGIC
Registration Number:	3189721	COOLEY/GROUP
Registration Number:	2037161	COOLEY-LITE
Registration Number:	2030369	COOLFLEX
Registration Number:	2870249	COOLGRIP
Registration Number:	1715875	COOLGUARD
Registration Number:	2880105	COOLMASK
Registration Number:	2537626	COOLMESH

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Registration Number:	3422172	COOLPRO
Registration Number:	3681142	COOLSHIELD
Registration Number:	1675104	COOLTHANE
Registration Number:	2933686	COOLTRANS
Registration Number:	3699857	ENVIROFLEX
Registration Number:	3846620	EVOLUTION
Registration Number:	2515367	ILLUSIONS
Registration Number:	3154083	ILLUSIONS
Registration Number:	1853082	RAM
Registration Number:	3667323	STORMFLEX
Registration Number:	2357520	TXN
Registration Number:	3081028	WEATHERYTE
Registration Number:	3158318	WEATHERYTE
Registration Number:	3159327	WHERE CHEMISTRY MAKES THE DIFFERENCE
Serial Number:	85535710	COOLTHANE
Serial Number:	85514866	WEATHERYTE
Serial Number:	85535729	WHERE SUSTAINABLE CHEMISTRY MAKES THE DIFFERENCE

CORRESPONDENCE DATA

Fax Number: 4045725135

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

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	06726-009214
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/30/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 25, 2012, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as Agent (WBCC, in such capacity, the "Agent"), for itself and any other Lenders (WBCC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Credit and Security Agreement, dated as of July 25, 2012, among the Company, as a Borrower thereunder, any other Borrower party thereto, the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

W I T N E S S E T H:

RECITALS.

E. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

F. The Lenders propose to make certain loans to the Company pursuant to the Credit Agreement; and

G. Pursuant to the Credit Agreement, the Company has granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

H. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that the Company grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service

marks, including, without limitation registrations, recordings and applications in the applicable office or agency of the United States of America referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Agent shall, at the expense of the Company, execute and deliver to the Company all releases, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Security Agreement with respect to such new Trademark. The Company authorizes the Agent to modify this Agreement by amending Schedule 1 to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse


the Agent and the Lenders for all expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, except to the extent that perfection (and the effect of perfection and nonperfection) and certain remedies may be governed by the laws of any jurisdiction other than the State of New York.

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

“COMPANY”

COOLEY GROUP HOLDINGS, INC.

By: 
Name: P. Robert Siener, Jr.
Title: Chairman

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ARMOR SHELL	Reg. No. 2,385,362	9/12/00
ARMORSEAL	Reg. No. 3,689,959	9/29/09
C3	Reg. No. 3,153,948	10/10/06
C3 (& Design)	Reg. No. 1,650,771	7/16/91
COOLEY	Reg. No. 2,905,583	11/30/04
COOLEY BRITE	Reg. No. 1,595,450	5/8/90
COOLEY MAGIC	Reg. No. 1,588,430	3/27/90
COOLEY/GROUP	Reg. No. 3,189,721	12/26/06
COOLEY-LITE	Reg. No. 2,037,161	2/11/97
COOLFLEX	Reg. No. 2,030,369	1/14/97
COOLGRIP	Reg. No. 2,870,249	8/3/04
COOLGUARD	Reg. No. 1,715,875	9/15/92
COOLMASK	Reg. No. 2,880,105	8/31/04
COOLMESH	Reg. No. 2,537,626	2/12/02
COOLPRO	Reg. No. 3,422,172	5/6/08
COOLSHIELD	Reg. No. 3,681,142	9/8/09
COOLTHANE	Reg. No. 1,675,104	2/11/92
COOLTRANS	Reg. No. 2,933,686	3/15/05
ENVIROFLEX	Reg. No. 3,699,857	10/20/09
EVOLUTION	Reg. No. 3,846,620	9/7/10

ILLUSIONS	Reg. No. 2,515,367	12/4/01
ILLUSIONS (and Design)	Reg. No. 3,154,083	10/10/06
RAM	Reg. No. 1,853,082	9/6/94
STORMFLEX	Reg. No. 3,667,323	8/11/09
TXN	Reg. No. 2,357,520	6/13/00
WEATHERTYTE	Reg. No. 3,081,028	4/11/06
WEATHERTYTE (and Design)	Reg. No. 3,158,318	10/17/06
WHERE CHEMISTRY MAKES THE DIFFERENCE	Reg. No. 3,159,327	10/17/06

PENDING U.S. TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
COOLTHANE	App. No. 85/535,710	2/7/12
WEATHERTYTE	App. No. 85/514,866	1/12/12
WHERE SUSTAINABLE CHEMISTRY MAKES THE DIFFERENCE	App. No. 85/535,729	2/7/12