

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
Syrgis Performance Initiators, Inc.		07/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2306842	BENOX
Registration Number:	3123744	ANDONOX
Registration Number:	2290117	MEC
Registration Number:	3896230	NOROX
Registration Number:	3849612	SYRGIS
Registration Number:	3852651	PULCAT
Registration Number:	3849655	SUPEROX

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 312 558-6352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 2800

CH \$190.00 2306842

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 6737-149

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 07/31/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Syrgis Performance Initiators, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 25, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among United Initiators, Inc., as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 25, 2012 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of Lenders a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement) of Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without

limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms and accomplish the purposes of the Collateral Agreement (subject to the terms and provisions thereof).

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 25 day of July, 2012.

SYRGIS PERFORMANCE INITIATORS, INC.

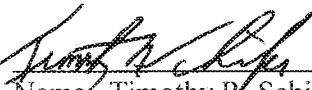
By: Robert C. Jylstra
Name: Robert C Jylstra
Title: Secretary

[Signature Page to Trademark Security Agreement (SPI)]

TRADEMARK
REEL: 004832 FRAME: 0026

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Agent

By:  _____
Name: Timothy B. Schifer
Title: Senior Vice President

[Signature Page to Trademark Security Agreement (SPI)]

SCHEDULE 1
To
Trademark Security Agreement

TRADEMARK AND TRADEMARK REGISTRATIONS

Trademark Title	Trademark Application or Serial Number	Trademark Registration Number	Application Date	Registration Date
Benox	75-329636	2,306,842	7/24/1997	1/11/2000 and renewed 1/11/2010
Andonox	78-704611	3,123,744	8/31/2005	8/1/2006
Mec	75-537238	2,290,117	8/14/1998	11/2/1999 and renewed 11/2/2009
Norox	77-880706	3,896,230	11/25/2009	12/28/2010
Syrgis and design	77-859144	3,849,612	10/28/2009	9/21/2010
Pulcat	77-881867	3,852,651	11/30/2009	9/28/2010
Superox	77-881863	3,849,655	11/30/2009	9/21/2010
Syring Ahead	unregistered	N/A	N/A	N/A
Azox	unregistered	N/A	N/A	N/A

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.