

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
ILC DOVER LP		07/11/2012	LIMITED PARTNERSHIP: DELAWARE
ILC DOVER IP, INC.		07/11/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	OCM FIE, LLC, as Collateral Agent
Street Address:	1301 Avenue of the Americas, 34th Floor
Internal Address:	c/o Oaktree Capital Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1218064	
Registration Number:	2350491	ARMORFLEX
Registration Number:	2498554	DOVERPAC
Registration Number:	3363401	SENTINEL XL
Registration Number:	3819811	G2PAC
Serial Number:	85605464	SCAPE

CORRESPONDENCE DATA

Fax Number: 6175269899

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

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

CH \$165.00 1218064

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 55813/010

NAME OF SUBMITTER: Christine Slattery

Signature: /Christine Slattery/

Date: 07/31/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of July 11, 2012 (the “**Effective Date**”) by and among **ILC DOVER LP**, a Delaware limited partnership (the “**Borrower**”), **ILC DOVER IP, INC.**, a Delaware corporation (“**ILC Dover IP**”), and each other signatory hereto (collectively, the “**Grantors**”) in favor of **OCM FIE, LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of July 11, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications referred to in **Schedule 1** hereto; (ii) all extensions or renewals thereof; (iii) all of the goodwill of the business associated with the use of and symbolized thereby; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, but excluding any “intent-to-use” trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 USC. § 1051(b), prior to the filing of a “Statement of Use” or “Amendment of Alleged Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of the security interest of the Collateral Agent, for the benefit of the Secured Parties, with respect thereto would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal law (collectively, the “**Trademarks**”).

(b) All agreements, licenses and covenants, providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (in the case of Trademarks) (whether the applicable Grantor is licensee or licensor thereunder) regarding a Trademark, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages

and other payments now and hereafter due and/or payable to the applicable Grantor with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Loan Agreement, the provisions of the Pledge and Security Agreement or the Loan Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

ILC DOVER LP

By: ILC DOVER 1 LLC, its general partner

By: ED D. HERRING

Name: Edward D. Herring

Title: Vice President Finance & Administration
and Secretary


ILC DOVER IP, INC.

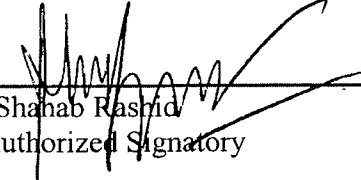
By: ED D. HERRING

Name: Edward D. Herring

Title: Secretary


OCM FIE, LLC, as Collateral Agent

By: 
Name: John C. Cushman
Title: Authorized Signatory

By: 
Name: Shanab Rashid
Title: Authorized Signatory

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	ILC DOVER IP, INC.	73/225405 30-JUL-1979	1218064 30-NOV-1982
ARMORFLEX	ILC DOVER IP, INC.	75/295125 20-MAY-1997	2350491 16-MAY-2000
DOVERPAC	ILC DOVER IP, INC.	75/295136 20-MAY-1997	2498554 16-OCT-2001
SCAPE	ILC DOVER IP, INC.	85/605464 23-MAY-2012	
SENTINEL XL	ILC DOVER LP	78/744684 01-NOV-2005	3363401 01-JAN-2008
G2PAC	ILC DOVER LP	78/810230 08-FEB-2006	3819811 13-JUL-2010