

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION ONLY
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

Records of 01/09/12


1. Name of conveying party(ies): Katahdin Industries, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Massachusetts</u> <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input type="checkbox"/> No Name: <u>TD Bank, N.A.</u> Internal Address: _____ Street Address: <u>17 New England Executive Park</u> City: <u>Burlington</u> State: <u>MA</u> Country: <u>USA</u> Zip: <u>01803</u> <input checked="" type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Banking Corp.</u> Citizenship <u>USA</u> If Assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
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3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>December 27, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	(Continuation of Section 2)
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4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) <u>See Schedule A Attached</u>	B. Trademark Registration No.(s) <u>See Schedule A Attached</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>John L. Hackett, Esq.</u> Internal Address: _____ Street Address: <u>155 Federal Street</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u> Phone Number: <u>617-422-0200</u> Fax Number: _____ Email Address: <u>jlh@bostonbusinesslaw.com</u>	6. Total number of applications and registrations involved: <u>10</u> 7. Total fee (37 CFR 201.16 (b) & 3.41): <u>\$400.00</u> <input type="checkbox"/> Authorized to be charged to deposit account #135.00 <input checked="" type="checkbox"/> Enclosed 8. Payment Information: Deposit Account Number _____ Authorized User Name: <u>KNHUYEN1 00000072 2536308</u>
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9. Signature:  _____ John L. Hackett, Esq. Name of Person Signing	Date: <u>January 5, 2011</u> Total number of pages including cover sheet, attachments, and document: <u>8</u>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Conveying Party: Katahdin Industries, Inc.
Receiving Party: TD Bank, N.A.
Nature of Conveyance: Supplemental Trademark Security Agreement dated
 December 27, 2011

SCHEDULE A

TRADEMARKS

Registered Trademarks / Service Marks

<u>Trademark/Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Comments</u>
Hardlube (Sanford)	2,536,308	02/05/02	Not renewed
Sanford Process Corporation (Sanford)	2,755,002	08/26/03	Renewed 2009
Sanfran (Sanford)	2,465,633	07/03/01	Renewed 2011
Duralectra (Duralectra)	2,558,268	04/09/02	Renewed 2008
Sanford-Plus (Sanford)	2,453,220	05/22/01	Renewed 2007
Classic Sanford Process (Sanford)	2,619,804	09/17/02	Not renewed
Sanford Quantum (Sanford)	2,781,066	11/11/03	Renewed 2009
Sanford Process (Sanford)	2,566,687	05/07/02	Renewed 2008
MICRALOX	76/703,449	01/11/11	

Trademark Applications

<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
Sanford Hardlube (Sanford)		04/22/05

AMENDMENT NO. 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This Amendment No. 1 to Supplemental Trademark Security Agreement (this "Amendment") is made as of December 27, 2011 by any among Katahdin Industries, Inc., ("Debtor"), Precision Coating Co., Inc., Sanford Process Corporation and Duralectra, Inc. (collectively, "Guarantors"), and TD Bank, N.A. (formerly known as TD Banknorth, N.A.), having an address of 17 New England Executive Park, Burlington, Massachusetts 01803 ("Secured Party").

RECITALS

A. Secured Party is the holder of a certain Supplemental Trademark Security Agreement dated March 20, 2006 by Debtor and Guarantors to Secured Party (the "Security Agreement") covering certain trademarks and other intangible assets of Debtor.

B. Secured Party, Debtor and Guarantors desire to amend the terms of the Security Agreement as set forth below in connection with an amendment and restatement of certain credit facilities made available by Secured Party to Debtor pursuant to an Amended and Restated Loan and Security Agreement dated December 27, 2011 and guaranteed by Guarantors pursuant to certain unlimited guaranties dated as of the same date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party, Debtor and Guarantors hereby agree to amend the Security Agreement as follows:

1. In addition to the Trademarks and other property listed in Schedule A to the original Security Agreement, the Debtor and Guarantors hereby grant to the Secured Party a continuing security interest in the additional property listed in revised Schedule A annexed and all of the good will associated therewith and all proceeds thereof.
2. Except for the attachment of revised Schedule A, no other changes are hereby made to the Security Agreement and Debtor and Guarantors reaffirm their obligations under the Security Agreement in their entirety.
3. This Agreement is made in The Commonwealth of Massachusetts and shall be construed in accordance with its laws. If any provision hereof is in conflict with any statute or rule of law of The Commonwealth of Massachusetts or any other statute or rule of law of any other applicable jurisdiction or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and no other parties shall be a beneficiary hereunder. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

EXECUTED under seal as of the date first above written.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered as a sealed instrument as of the date set forth above.

WITNESS (to all)

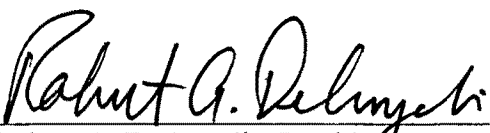
DEBTOR
Katahdin Industries, Inc.

Billy Casals

By: 
Timothy P. Cabot, President

GUARANTORS:


Precision Coating Co., Inc.

By: 
Robert A. DeAngelis, President

Sanford Process Corporation

By: 
Robert A. DeAngelis, Treasurer


Duralectra, Inc.

By: 
Timothy P. Cabot, President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

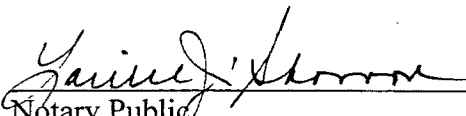
On this 22nd day of December, 2011, before me appeared Timothy P. Cabot, to me personally known, who, being by me duly sworn, did say that he/she is the President of Katahdin Industries, Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Directors, and he/she acknowledged said instrument to be the free act and deed of said company.


Notary Public
Print Name Laurie J. Shannon
My Commission Expires 10-1-2015

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

On this 22nd day of December, 2011, before me appeared Robert A. DeAngelis, President, to me personally known, who, being by me duly sworn, did say that he/she is the President of Precision Coating Co., Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Directors, and he/she acknowledged said instrument to be the free act and deed of said company.


Notary Public
Print Name Laurie J. Shannon
My Commission Expires 10-1-2015

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

On this 22nd day of December, 2011, before me appeared Robert A. DeAngelis, to me personally known, who, being by me duly sworn, did say that he/she is the Treasurer of Sanford Process Corporation, a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Directors, and he/she acknowledged said instrument to be the free act and deed of said company.

Laurie J. Shannon
Notary Public
Print Name Laurie J. Shannon
My Commission Expires 10-1-2015

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Suffolk

On this 22nd day of December, 2011, before me appeared Timothy P. Cabot, to me personally known, who, being by me duly sworn, did say that he/she is the President of Duralectra, Inc., a Massachusetts corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Directors, and he/she acknowledged said instrument to be the free act and deed of said company.

Laurie J. Shannon
Notary Public
Print Name Laurie J. Shannon
My Commission Expires 11-1-2015

SCHEDULE A

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