

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVI Services, Inc.		09/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
Internal Address:	12th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3763905	FLAGSHIPPDG	
CORRESPONDENCE DATA			
Fax Number:	4042538864		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-881-7000		
Email:	laura.kees@alston.com,angie.wicker@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	052988/417382		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

Date:

09/07/2012

Total Attachments: 4

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GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LVI SERVICES INC., a Delaware corporation (the "Grantor"), with principal offices at 150 W. 30th Street, 8th Floor, New York, New York 10001 on this 7th day of September, 2012, pledges and grants to **MANUFACTURERS AND TRADERS TRUST COMPANY**, as Collateral Agent (together with its successors and assigns, the "Grantee") with principal offices at 25 South Charles Street, 12th Floor, Baltimore, Maryland 21201, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents" and together with the Trademarks, the "IP Collateral") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition or breach regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in that certain Second Lien Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of September 7, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Pledge and Security Agreement).

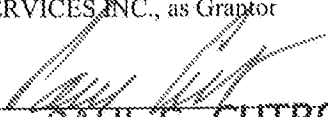
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

Notwithstanding anything to the contrary in this Agreement: (a) the Liens granted to the Grantee in favor of the Secured Parties pursuant to this Agreement and the exercise of any right related to any IP Collateral shall be subject, in each case, to the terms of the Intercreditor Agreement and (b) in the event of any conflict between the express terms and provisions of this Agreement, on the one hand, and of the Intercreditor Agreement, on the other hand, the terms and provisions of the Intercreditor Agreement shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

LVI SERVICES, INC., as Grantor

By: 
Name: PAUL S. CUTRONE
Title: VICE PRESIDENT

[LVI Services Inc. Second Lien Grant of
Security Interest in Patents and Trademarks]

TRADEMARK
REEL: 004857 FRAME: 0328

SCHEDULE A

TRADEMARKS

Mark	Registration Number	Registration Date
FLAGSHIPPDG	3763905	March 23, 2010

TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

SCHEDULE B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

<u>Assignee</u>	<u>Patent</u>	<u>Serial No. Filing Date</u>	<u>Patent No. Issue Date</u>
W. R. Grace & Co.-Conn	Composition and method to remove asbestos Corrosion inhibiting compositon for treating asbestos containing materials	08/721,853 September 27, 1996	5,741,358 April 21, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos Foam composition for treating asbestos-containing materials and method of using same	08/721,857 September 27, 1996	5,743,841 April 28, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos.	08/721,854 September 27, 1996	5,753,031 May 19, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos.	08/721,856 September 27, 1996	5,753,032 May 19, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos.	08/721,858 September 27, 1996	5,753,033 May 19, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos.	08/721,863 September 27, 1996	5,753,034 May 19, 1998
W. R. Grace & Co.-Conn	Composition and method to remove asbestos.	08/721,859 September 27, 1996	5,753,035 May 19, 1998

SCHEDULE B