TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Command Alkon Incorporated		09/28/2012	CORPORATION: DELAWARE
Command Alkon (BVI), LTD.		1109/28/2012 1	COMPANY: BRITISH VIRGIN ISLANDS
CA Holdco, LLC		109/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
Command Alkon Holdings, Inc.		09/28/2012	CORPORATION: DELAWARE
Construction Materials Technologies, Inc.		09/28/2012	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as agent	
Street Address:	One Boston Place	
Internal Address:	18th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02108	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85516414	PLANT WATCHER

CORRESPONDENCE DATA

Fax Number: 2125935955

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

via US Mail.

Phone: 212-756-2132
Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

TRADEMARK REEL: 004869 FRAME: 0203

85516414

00 0V3 HJ

900234637

Address Line 2: 22nd Floor Address Line 4: New York, NEW YORK 10022			
ATTORNEY DOCKET NUMBER:	025983-0169		
NAME OF SUBMITTER:	Scott Kareff (025983-0169)		
Signature:	/kc for sk/		
Date:	09/28/2012		
Total Attachments: 6 source=Trademark Supplemental Security Agreement for Command Alkon and others#page1.tif source=Trademark Supplemental Security Agreement for Command Alkon and others#page2.tif source=Trademark Supplemental Security Agreement for Command Alkon and others#page3.tif source=Trademark Supplemental Security Agreement for Command Alkon and others#page4.tif source=Trademark Supplemental Security Agreement for Command Alkon and others#page5.tif source=Trademark Supplemental Security Agreement for Command Alkon and others#page6.tif			

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this "Supplement") is made effective as of September 28, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantors have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, and Agent has accepted and acknowledged, that certain Trademark Security Agreement, dated as of October 28, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement") pursuant to (i) that certain Credit Agreement dated as of October 28, 2010 (as amended and restated by that certain Amended and Restated Credit Agreement entered into as of the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Command Alkon (BVI), Ltd., a company incorporated in the British Virgin Islands ("Parent"), CA Holdco, LLC, a Delaware limited liability company ("Holdco"), Command Alkon Holdings, Inc., a Delaware corporation ("Holdings"), Command Alkon Incorporated, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, and (ii) that certain Security Agreement, dated as of October 28, 2010, executed and delivered by Grantors to Agent, for the benefit of the Lender Group and the Bank Product Providers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Supplement to Trademark Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Supplement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):
 - (a) the Grantor's Trademark which is referred to on Schedule I;
 - (b) all renewals or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of such Trademark, including the right to receive damages, or the right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License pertaining to such Trademark.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Supplement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Supplement secures the payment of all amounts which

constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Supplement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Supplement and the Security Agreement, the Security Agreement shall control.
- 5. <u>CONFIRMATION OF TRADEMARK SECURITY AGREEMENT.</u> As hereby supplemented, the Trademark Security Agreement is in all respects ratified and confirmed and remains in full force and effect.
- 6. <u>COUNTERPARTS</u>. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.
- CONSTRUCTION. This Supplement is a Loan Document. Unless the context of this Supplement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Supplement refer to this Supplement as a whole and not to any particular provision of this Supplement. Section, subsection, clause, schedule, and exhibit references herein are to this Supplement unless otherwise specified. Any reference in this Supplement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.
- 5. THE VALIDITY OF THIS SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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- 6. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SUPPLEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.
- 7. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUPPLEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS SUPPLEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to Trademark Security Agreement to be executed and delivered as of the day and year first above written.

COMMAND ALKON INCORPORATED.

a Delaware corporation

By:

Name:

COMMAND ALKON (BVI), LTD.,

a company incorporated in the British Virgin Islands

By:

Name:

Name:

CA HOLDCO, LLC.

a Delaware limited liability company

By:

Name:

COMMAND ALKON HOLDINGS, INC..

a Delaware corporation

By:

Name:

COMMAND ALKON HOLDINGS, INC..

a Delaware corporation

By:

Name:

COMMAND ALKON HOLDINGS, INC..

a Delaware corporation

COMMAND ALKON HOLDINGS, INC..

COMMAND ALKON HOLDINGS, INC..

COMMAND ALKON HOLDINGS, INC..

COMMAND ALKON HOLDINGS, INC..

CONSTRUCTION MATERIALS TECHNOLOGIES, INC..

an Alabama corporation

Name:

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company

By:

Name: Matthew Maclay

Title: Vice President

SCHEDULE I

TO

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS

TRADEMARK							
Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	Cl.
United States				<u> </u>			 "
T83515US02	PLANT WATCHER	01/13/2012	85/516,414	N/A	N/A	Pending	09

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RECORDED: 09/28/2012