

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
Entek Membranes LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78882917	XSCAPE MEMBRANES	
Serial Number:	78882911	XSCAPE	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey Cadwell		
Address Line 1:	Dorsey & Whitney LLP, 50 South Sixth St		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M230096		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		

Signature:	/Jeffrey R. Cadwell/
Date:	11/16/2012
Total Attachments: 6 source=Tab 14C#page1.tif source=Tab 14C#page2.tif source=Tab 14C#page3.tif source=Tab 14C#page4.tif source=Tab 14C#page5.tif source=Tab 14C#page6.tif	

CONFIRMATORY SECURITY AGREEMENT IN
TRADEMARKS

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2011, by Entek Membranes LLC, a Delaware limited liability company (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, the other Borrowers from time to time party thereto (together with the Grantor, each a "Borrower," and, collectively, the "Borrowers"), the Lenders from time to time party thereto (the "Lenders"), and U.S. Bank National Association, as Administrative Agent, as one of the Lenders, as LC Issuer, and as Swing Line Lender (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and financial accommodations to the Company;

WHEREAS, the Administrative Agent and the Lenders are willing to make certain loans and financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, this 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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All 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.** Grantor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its right, title, and interest in and to the following: (a) all United States, state or foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks") and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.


3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

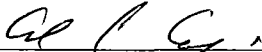
GRANTOR:

ENTEK MEMBRANES LLC,
a Delaware limited liability company

By:  _____
Robert Keith, President


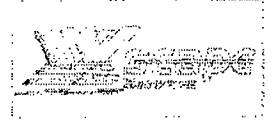
ACCEPTED AND ACKNOWLEDGED BY:

U. S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Oran C. Coffin
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE
	Entek Membranes LLC	Application No. 78/882,917	Application Date: 5/12/06
XSCAPE	Entek Membranes LLC	Application No. 78/882,911	Application Date: 5/12/06
	Entek Membranes LLC	Application No. 78/563,163	Application Date: 2/8/05