

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
FORTILINE, LLC		11/30/2012	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	200 South Wacker Drive, Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85684980	FORTILINE WATERWORKS	
Serial Number:	85684975	FORTILINE	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4033.052		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$65.00 85684980

Signature:	/njb/
Date:	12/03/2012
Total Attachments: 5 source=Fortiline Trademark Security Agreement#page1.tif source=Fortiline Trademark Security Agreement#page2.tif source=Fortiline Trademark Security Agreement#page3.tif source=Fortiline Trademark Security Agreement#page4.tif source=Fortiline Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 30th day of November, 2012, by FORTILINE, LLC, a North Carolina limited liability company ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, Fortiline, Inc., a South Carolina corporation ("Borrower"), Agent and the other lenders from time to time party thereto ("Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Borrower by Agent and Lenders;

WHEREAS, Grantor has guaranteed all of Borrower's Obligations to Agent and Lenders under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Agent for its benefit and for the ratable benefit of each Lender, and hereby reaffirms its grant pursuant to the Loan Agreement of, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.


3. Loan Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for itself and for the ratable benefit of each Lender, pursuant to the Loan Agreement. 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTILINE, LLC

By: 
Name: Jason Painter
Its: Secretary

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Its: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004911 FRAME: 0503

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FORTILINE, LLC

By: _____
Name: _____
Its: _____

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Timothy P. Murray
Name: Timothy P. Murray
Its: Vice President

SCHEDULE 1

TRADEMARKS

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
FORTILINE WATERWORKS	85684980	Pending – Application filed 07/24/12	NA	NA
FORTILINE	85684975	Pending – Application filed 07/24/12	NA	NA