

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
Safe-Guard Products International, LLC		12/21/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Aerial Fortune Limited		
Street Address:	30 Harbour Road		
Internal Address:	Room 4331, Sun Hung Kai Centre		
City:	Wan Chai		
State/Country:	HONG KONG		
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3996247	SAFE-GUARD	
Registration Number:	3996246	SAFE-GUARD	
Registration Number:	3904179	SAFE-GUARD	
Registration Number:	4005642	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005641	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005639	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4099823	SAFE-DRIVE	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	2128598000		
Email:	jason.greenberg@friedfrank.com, teas@friedfrank.com		
Correspondent Name:	Jason L. Greenberg		
Address Line 1:	One New York Plaza		

CH \$190.00 3996247

Address Line 2: Fried Frank LLP
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 34037-1 (GREENBERG)

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Jason L. Greenberg

Signature: /jlg/

Date: 12/26/2012

Total Attachments: 5
source=23. Second Lien Trademark Security Agreement#page1.tif
source=23. Second Lien Trademark Security Agreement#page2.tif
source=23. Second Lien Trademark Security Agreement#page3.tif
source=23. Second Lien Trademark Security Agreement#page4.tif
source=23. Second Lien Trademark Security Agreement#page5.tif

SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT, dated as of December 21, 2012 (this “**Agreement**”), among SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a Georgia limited liability company (the “**Grantor**”), and AERIAL FORTUNE LIMITED, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Intellectual Property Security Agreement dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among GUARD HOLDING CORP., a Delaware corporation (the “**Parent**”), GUARD ACQUISITION CORP., a Delaware corporation (“**Merger Sub**”), to be merged with and into SG ACQUISITION, INC., a Delaware corporation, AS A RESULT OF THE Merger (as defined in the Credit Agreement referred to below), the “**Borrower**”), the subsidiaries of the Borrower from time to time party and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of December 21, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Aerial Fortune Limited, as Administrative Agent and Collateral Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not other-wise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, including the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable (the “**Trademarks**”), and


(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAFE-GUARD PRODUCTS
INTERNATIONAL, LLC

By: 
Name: Bruce D. Herman
Title: Chief Financial Officer and Treasurer

[Signature Page to Second Lien Trademark Security Agreement]

AERIAL FORTUNE LIMITED

as Collateral Agent

For and on behalf of

AERIAL FORTUNE LIMITED

By: _____



Name: William Hong Pak Cheung

Title:
Authorised Signature(s)

[Signature Page to Second Lien Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,247	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,246	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,904,179	U.S.
Safe-Guard Products International, LLC	<p>SAFE-GUARD Products International, LLC</p> 	4,005,642	U.S.
Safe-Guard Products International, LLC	<p>SAFE-GUARD Products International, LLC</p> 	4,005,641	U.S.
Safe-Guard Products International, LLC	<p>SAFE-GUARD Products International, LLC</p> 	4,005,639	U.S.
Safe-Guard Products International, LLC	SAFE-DRIVE	4,099,823	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	1523927-00 (application)	Canada
Safe-Guard Products International, LLC	SAFE-GUARD & DESIGN	1523936-00 (application)	Canada
Safe-Guard Products International, LLC	SAFE-GUARD	1228888	Mexico