

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|------------------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | Trademark Security Agreement | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AFE Victory Inc. | | 12/12/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 901 Main Street | | |
| Internal Address: | Mail Code: TX1-492-14-11 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | a national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85774486 | V-SERIES | |
| Registration Number: | 4223329 | ULTRASPEC | |
| Serial Number: | 85720631 | VICTORY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7043738822 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 704-373-4640 | | |
| Email: | bsmith@mcguirewoods.com | | |
| Correspondent Name: | Betty G. Smith, Senior Paralegal | | |
| Address Line 1: | McGuireWoods LLP, 201 N. Tryon St. | | |
| Address Line 2: | Suite 3000 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 4452178-3577 | | |

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 REEL: 004934 FRAME: 0853**

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|---|------------------|
| NAME OF SUBMITTER: | Betty G. Smith |
| Signature: | /Betty G. Smith/ |
| Date: | 01/03/2013 |
| Total Attachments: 4 source=AFE Victory Inc.-Trademark Security Agreement#page1.tif source=AFE Victory Inc.-Trademark Security Agreement#page2.tif source=AFE Victory Inc.-Trademark Security Agreement#page3.tif source=AFE Victory Inc.-Trademark Security Agreement#page4.tif | |

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between AFE VICTORY INC., a Delaware corporation (the "Grantor"), and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent"), for the ratable benefit of the Secured Parties, is entered into in connection with that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Ali S.p.A., a corporation organized under the laws of Italy ("Parent"), Ali Group North America Corporation, a Delaware corporation (the "Company"), the Designated Borrowers from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof, among the Grantor, the Company, certain other Subsidiaries of Parent from time to time party thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"). Capitalized terms used herein but not defined herein shall have the meanings assigned to them in the Pledge and Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants, pledges and collaterally assigns to the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, a continuing security interest in any and all right, title and interest of the Grantor in and to all Trademarks (other than Excluded Property) of the Grantor, whether now owned or existing or owned, acquired or arising hereafter, including, without limitation, the Trademarks described on Schedule 1 hereto.

The rights and remedies of the Administrative Agent, on behalf of the Secured Parties, 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 Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

AFE VICTORY INC., as Grantor

By:



Name: Richard Babboni

Title: President

Ali S.p.A.
Ali Group North America Corporation
Trademark Security Agreement
Signature Page

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Acknowledged and accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 

Name: Angelo M. Martorana


Title: Assistant Vice President

Ali S.p.A.
Ali Group North America Corporation
Trademark Security Agreement
Signature Page

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Schedule 1

Trademarks

| Trademark | Registration No. / Application No. | Registration Date / Filing Date |
|---|---------------------------------------|------------------------------------|
| V-SERIES | 85/774,486 | November 8, 2012 |
| ULTRASPEC | 4,223,329 | October 9, 2012 |
| VICTORY & Design  | 85/720,631 | September 5, 2012 |