# OP \$215.00 304142

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Champion Industries Inc.		12/12/2012	CORPORATION: NORTH CAROLINA

## **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: 8

Property Type	Number	Word Mark
Registration Number:	3041429	LAINOX
Registration Number:	3045879	FRIGINOX
Registration Number:	2780644	VALU-CLEAN
Registration Number:	3555553	DUALRINSE
Registration Number:	2452933	MOYER DIEBEL
Registration Number:	2020622	CHAMPION
Serial Number:	85495872	STEMSURE
Serial Number:	85493570	WASH REFRESH

# **CORRESPONDENCE DATA**

**Fax Number**: 7043738822

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

via US Mail.

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
NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	01/03/2013

### Total Attachments: 4

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#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of December 12, 2012, by and between CHAMPION INDUSTRIES INC., a North Carolina 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]

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CHAMPION INDUSTRIES INC., as Grantor

Name: Erik Nommsen

Title: President

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

Acknowledged and accepted:

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

Name: Angelo M. Martorana Title: Assistant Vice President

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

# Schedule 1

# Trademarks

Trademark	Registration No. / Application No.	Registration Date // Filing Date
LAINOX	3,041,429	January 10, 2006
FRIGINOX	3,045,879	January 17, 2006
VALU-CLEAN	2,780,644	November 4, 2003
DUALRINSE	3,555,553	December 30, 2008
MOYER DIEBEL	2,452,933	May 22, 2001
CHAMPION	2,020,622	December 3, 1996
STEMSURE	85/495,872	December 15, 2011
WASH REFRESH	85/493,570	December 13, 2011

TRADEMARK REEL: 004934 FRAME: 0921

**RECORDED: 01/03/2013**