

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
Blue Wolf Group, LLC		10/31/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	City National Bank, as administrative agent		
Street Address:	555 South Flower Street, 24th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3837307	BLUEWOLF	
Registration Number:	4059769	BLUEWOLF BEYOND	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	018450-0055		
NAME OF SUBMITTER:	Jennifer C. Evans		
Signature:	/jce/		

CH \$65.00 3837307

Date:

01/03/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of October 31, 2011, by BLUE WOLF GROUP, LLC, a Delaware limited liability company ("Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (as defined below) (in such capacity, and together with any successor administrative agent hereunder, the "Grantee"):

WITNESSETH

WHEREAS, Grantor, Grantee, as administrative agent and letter of credit issuer (the "L/C Issuer"), and the lenders party thereto from time to time (the "Lenders") (the Lenders, Administrative Agent, the L/C Issuer and certain other Persons parties to Related Swap Contracts collectively, the "Secured Parties") are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders and the L/C Issuer; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, Blue Wolf Parent, LLC, a Delaware limited liability company, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

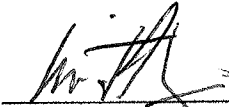
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

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

BLUE WOLF GROUP, LLC,
a Delaware limited liability company

By: 
Name: ERIC T BERRIDGE
Title: PRINCIPAL

Agreed and Accepted
As of the Date First Written Above

CITY NATIONAL BANK,
as Administrative Agent

By: _____
Name: Charles Hill
Title: Vice President

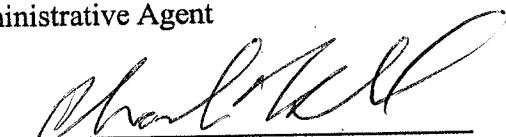
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BLUE WOLF GROUP, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Agreed and Accepted
As of the Date First Written Above

CITY NATIONAL BANK,
as Administrative Agent

By: 
Name: Charles Hill
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Registration No./ Serial No.</u>	<u>Date Filed/ Registered</u>
BLUEWOLF	Serial No.: 77/907,361 Registration No.: 3,837,307	Filed: 1/7/10 Registration Date: 8/24/10
BLUEWOLF BEYOND	Serial No.: 85295837	Filing Date: 4/14/11 Published for opposition 9/6/11