

## 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        |
| Enduro Systems, Inc.                                                                                                  |                              | 12/21/2012     | CORPORATION: TEXAS |
| RECEIVING PARTY DATA                                                                                                  |                              |                |                    |
| Name:                                                                                                                 | Bank of the West             |                |                    |
| Street Address:                                                                                                       | 155 N. Wacker Drive          |                |                    |
| Internal Address:                                                                                                     | 44th Floor                   |                |                    |
| City:                                                                                                                 | Chicago                      |                |                    |
| State/Country:                                                                                                        | ILLINOIS                     |                |                    |
| Postal Code:                                                                                                          | 60606                        |                |                    |
| Entity Type:                                                                                                          | CORPORATION: ILLINOIS        |                |                    |
| PROPERTY NUMBERS Total: 4                                                                                             |                              |                |                    |
| Property Type                                                                                                         | Number                       | Word Mark      |                    |
| Registration Number:                                                                                                  | 1375611                      | VELCON         |                    |
| Registration Number:                                                                                                  | 1416950                      | VELCON         |                    |
| Registration Number:                                                                                                  | 0909775                      | IS             |                    |
| Registration Number:                                                                                                  | 0868170                      | IS             |                    |
| CORRESPONDENCE DATA                                                                                                   |                              |                |                    |
| Fax Number:                                                                                                           |                              |                |                    |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                              |                |                    |
| Email:                                                                                                                | silvermanh@gtlaw.com         |                |                    |
| Correspondent Name:                                                                                                   | Howard Silverman             |                |                    |
| Address Line 1:                                                                                                       | 77 W. Wacker Dr., Suite 3100 |                |                    |
| Address Line 4:                                                                                                       | Chicago, ILLINOIS 60601      |                |                    |
| NAME OF SUBMITTER:                                                                                                    | Howard E. Silverman          |                |                    |
| Signature:                                                                                                            | /s/ Howard E. Silverman      |                |                    |

CH \$115.00 1375611

TRADEMARK

Date:

01/04/2013

**Total Attachments: 7**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement") is entered into as of December 21, 2012, between ENDURO SYSTEMS, INC., a Texas corporation ("Grantor"), and BANK OF THE WEST, in its capacity as Agent (the "Agent") for the Lenders as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, extended, renewed or otherwise modified from time to time, the "Credit Agreement"), entered into by and among Grantor, the other persons designated as "Loan Parties" therein, the financial institutions who are or hereafter become parties to the Credit Agreement as Lenders, and Agent, Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantor;

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and other Loan Documents and to induce Lenders to make the Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Agent, for the benefit of the Lenders, that certain Guaranty and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under all of its Trademarks including those referenced on Schedule I hereto, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), and all income, royalties, products and proceeds of the foregoing, including any claim by Grantor against third parties and all rights to sue and recover at law or in equity for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of a Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If and to the extent required under the Credit Agreement or Security Agreement, Grantor shall give notice in writing to Agent with respect to any such new trademarks for which Grantor files an application for registration with the United States Patent and Trademark Office or state or foreign trademark office. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals,

replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been Paid in Full. Upon termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein at Grantor's sole expense.

9. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ENDURO SYSTEMS, INC.

By: Thomas A Schroeder  
Name: Thomas A. Schroeder  
Title: President

*Signature Page to Trademark Security Agreement*

**ACKNOWLEDGED AND  
AGREED:**

**BANK OF THE WEST, as Agent**

By: John C. Thurston  
Name: John C. Thurston  
Title: Senior Vice President

*Signature Page to Trademark Security Agreement*



**TRADEMARK  
REEL: 004936 FRAME: 0031**

**SCHEDULE I**

to

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

| <u>Owner of Record</u> | <u>Trademark</u>                                                                  | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|------------------------|-----------------------------------------------------------------------------------|----------------|----------------------------|--------------------------|
| Enduro Systems, Inc.   | VELCON                                                                            | U.S.           | No. 1,375,611              | 12/17/1985               |
| Enduro Systems, Inc.   | VELCON                                                                            | U.S.           | No. 1,416,950              | 11/11/1986               |
| Enduro Systems, Inc.   |  | U.S.           | 909,775                    | 03/09/1971               |
| Enduro Systems, Inc.   |  | U.S.           | 868,170                    | 4/15/1969                |
| Enduro Systems, Inc.   | INTERSYSTEMS <sup>1</sup>                                                         | U.S.           | 10057618                   | 04/13/2004               |
| Enduro Systems, Inc.   | INTERSYSTEMS <sup>2</sup>                                                         | U.S.           | 158585                     | 07/17/2000               |

**Trademark Applications**

None.

**Trade Names**

None.

**Common Law Trademarks**

None.

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<sup>1</sup> Trademark registered with Nebraska Secretary of State.

<sup>2</sup> Trademark registered with North Dakota Secretary of State.



**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.