

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Rockwood Service Corporation		09/30/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	185 Asylum Street
<b>City:</b>	Hartford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06103
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3161822	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167646	ROCKWOOD SERVICE CORPORATION
Registration Number:	3156783	ROCKWOOD SERVICE CORPORATION
Registration Number:	3167647	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161823	ROCKWOOD SERVICE CORPORATION
Registration Number:	3161824	ROCKWOOD SERVICE CORPORATION
Registration Number:	2431195	SPERRY RAIL SERVICE
Registration Number:	4121036	HELLIER
Registration Number:	3403093	ACUREN
Registration Number:	3810426	A HIGHER LEVEL OF RELIABILITY
Registration Number:	2381593	SRS
Serial Number:	85480043	ACUVIEW

**CORRESPONDENCE DATA**

**900243913**

**TRADEMARK  
 REEL: 004940 FRAME: 0866**

**CH \$315.00 3161822**

Fax Number: 6172274420

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6172390746

Email: kouimet@edwardswildman.com

Correspondent Name: Kristine L. Ouimet

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Wildman Palmer LLP

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51442.0258
NAME OF SUBMITTER:	Kristine L.Ouimet
Signature:	/Kristine L Ouimet/
Date:	01/10/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 2011 is made between ROCKWOOD SERVICE CORPORATION, a Delaware corporation (the "Grantor"), and Bank of America, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties. Capitalized terms used herein but not otherwise defined herein shall have the meaning assigned to them in the Credit Agreement.

### WITNESSETH:

WHEREAS, the Grantor and the Administrative Agent, among others, are parties to a Credit Agreement, dated as of September 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of September 30, 2011 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the payment of all Obligations and, if applicable, all Guaranty Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

Section 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral") to secure the payment of all Obligations and, if applicable, all Guaranty Obligations (as such terms are defined in the Pledge and Security Agreement):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

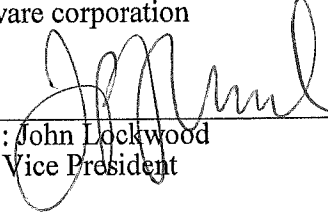
Section 3. Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Administrative Agent and each other Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCKWOOD SERVICE CORPORATION, a  
Delaware corporation

By:   
Name: John Lockwood  
Title: Vice President

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

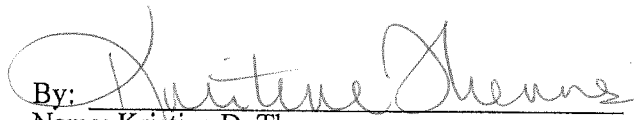
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCKWOOD SERVICE CORPORATION, a  
Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

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

By:   
Name: Kristine D. Themmes  
Title: Vice President

(Signature Page to Trademark Security Agreement)

**TRADEMARK**  
**REEL: 004940 FRAME: 0872**

SCHEDULE I  
to Rockwood Trademark Security Agreement

<b><u>Item A - TRADEMARKS (USA)</u></b>		
<b><u>Title</u></b>	<b><u>Serial Number/ Registration Number</u></b>	<b><u>File Date/ Registration Date</u></b>
ROCKWOOD SERVICE CORPORATION	3,161,822	10/24/2006
ROCKWOOD SERVICE CORPORATION	3,167,646	11/07/2006
ROCKWOOD SERVICE CORPORATION	3,156,783	10/17/2006
ROCKWOOD SERVICE CORPORATION	3,167,647	11/07/2006
ROCKWOOD SERVICE CORPORATION	3,161,823	10/24/2006
ROCKWOOD SERVICE CORPORATION	3,161,824	10/24/2006
SPERRY RAIL SERVICE	2,431,195	02/27/2001 RENEWED 02/27/2011
HELLIER	4,121,036	07/05/2011
ACUREN	3,403,093	03/25/2008
A HIGHER LEVEL OF RELIABILITY	3,810,426	06/29/2010
SRS	2,381,593	08/29/2000 RENEWED 08/29/2010
ACUVIEW	85/480043	11/23/2011



<b><u>Item A - TRADEMARKS (FOREIGN)</u></b>		
<b><u>Title</u></b>	<b><u>Serial Number/ Registration Number</u></b>	<b><u>File Date/ Registration Date</u></b>
A HIGHER LEVEL OF RELIABILITY (Canada)	TMA800,737	6/23/2011
RAT logo (Canada)	1532239	6/17/2011
Sperry (design) (China)	9740288	7/20/2011
Sperry (words only) (China)	9740329	7/20/2011
ACUREN (Canada)	126587300	7/22/2005

**Item B. Trademark Licenses**

<u>Country or Territory*</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Expiration Date</u>	<u>Date</u>
N/A					

\* List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name