

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
J-B Weld Company, LLC		12/28/2012	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Caltius Partners IV, LP
Street Address:	11766 WILSHIRE BLVD.
Internal Address:	SUITE 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	73008321	J-B WELD
Serial Number:	73261552	J-B INDUSTRO WELD
Serial Number:	73448186	J-B WELD
Serial Number:	73571293	DON'T SCRAP IT! J-B IT!
Serial Number:	73133863	
Serial Number:	74398526	WATERWELD
Serial Number:	74445274	JB KWIK
Serial Number:	75064750	JB WELD
Serial Number:	76030546	J-B STIK WELD
Serial Number:	76650855	J-B MINI

CORRESPONDENCE DATA

Fax Number: 2027995144

OP \$265.00 73008321

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

Phone: 2027994000
Email: gregory.esau@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	CALTIUS
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	01/14/2013

Total Attachments: 5
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EXECUTION COPY

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF DECEMBER 28, 2012 AMONG COMERICA BANK, CALTIUS PARTNERS IV, LP, CALTIUS PARTNERS EXECUTIVE IV, LP, CP IV PASS-THROUGH (JBW), LP, JBW HOLDINGS, LLC, J-B WELD COMPANY, LLC AND JBW RE HOLDINGS, LLC TO CERTAIN SENIOR INDEBTEDNESS DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH PARTY TO OR HOLDER OF THIS AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 28, 2012, is made by the undersigned ("Debtor"), in favor of CALTIUS PARTNERS IV, LP, a Delaware limited partnership (as agent on behalf of itself and certain other parties "Agent"). Terms used but not otherwise defined herein have the meanings set forth in the Security Agreement (as defined below).

RECITALS

A. JBW Holdings, LLC, J-B Weld Company, LLC and JB RE Holdings, LLC are parties to a Security Agreement dated as December 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtor has agreed to execute and deliver to Agent this Trademark Security Agreement.

C. The execution and delivery of this Trademark Security Agreement is a condition to Agent's entering into the Security Agreement and the other transactions contemplated by the Investment Agreement.

In consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Schedule 1 attached hereto sets forth all trademark registrations and trademark applications (collectively, "Trademarks") owned by the Debtor, and Debtor hereby pledges and grants to Agent a lien on and security interest in and to all of its right, title and interest in, to and under all of its Trademarks and all proceeds thereof, which such security interest shall secure (a) all present and future Obligations of Debtor to Agent under the Investment Documents to which Debtor is now or hereafter becomes a party and (b) all obligations of the Debtor and rights of Agent under this Trademark Security Agreement.

2. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and Debtor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless Agent shall otherwise determine.


3. TERMINATION. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement. It shall not be necessary in making proof of this Trademark Security Agreement to produce or account for more than one such counterpart executed by the party against whom enforcement is sought. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of a manually executed counterpart hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be executed under seal as of the day and year first written above.

J-B WELD COMPANY, LLC

By: 
Name: CARLTON E. HANSON
Title: CEO + PRESIDENT

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

FAST 54237581

TRADEMARK
REEL: 004942 FRAME: 0453

Accepted and Agreed:

CALTIUS PARTNERS IV, LP

By: CP IV, LP, its general partner

By: 

Name: Gregory J. Howorth

Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND U.S. TRADEMARK APPLICATIONS

Mark	Serial Number	Registration Number	Country/ State
J-B WELD	73/008,321	1,008,265	USA
J-B INDUSTRO WELD	73/261,552	1,227,984	USA
J-B WELD (& DESIGN)	73/448,186	1,300,056	USA
DON'T SCRAP IT! J-B IT!	73/571,293	1,431,642	USA
VALVE DESIGN (LOGO ONLY)	73/133,863	1,105,838	USA
WATERWELD	74/398,526	1,897,915	USA
JB KWIK (& DESIGN)	74/445,274	1,895,771	USA
J-B WELD (& DESIGN)	75/064,750	2,032,175	USA
J-B STIK WELD	76/030,546	2,640,399	USA
J-B MINI	76/650,855	3,273,207	USA