

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Safe-Guard Products International, LLC</td> <td></td> <td>12/21/2012</td> <td>LIMITED LIABILITY COMPANY:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Safe-Guard Products International, LLC		12/21/2012	LIMITED LIABILITY COMPANY:	
Name	Formerly	Execution Date	Entity Type						
Safe-Guard Products International, LLC		12/21/2012	LIMITED LIABILITY COMPANY:						
RECEIVING PARTY DATA									
Name:	Credit Suisse AG								
Street Address:	Eleven Madison Avenue								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10010								
Entity Type:	Bank: SWITZERLAND								
PROPERTY NUMBERS Total: 7									
Property Type	Number	Word Mark							
Registration Number:	3996247	SAFE-GUARD							
Registration Number:	3996246	SAFE-GUARD							
Registration Number:	3904179	SAFE-GUARD							
Registration Number:	4005642	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC							
Registration Number:	4005641	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC							
Registration Number:	4005639	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC							
Registration Number:	4099823	SAFE-DRIVE							
CORRESPONDENCE DATA									
Fax Number:	9177777373								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Phone:	212-735-3000								
Email:	andrew.patrick@skadden.com								
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP								
Address Line 1:	Four Times Square								

CH \$190.00 3996247

Address Line 2: Attn: Greg T. Norman, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2520

NAME OF SUBMITTER: Greg Norman

Signature: /GN/

Date: 01/23/2013

Total Attachments: 6

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EXECUTION VERSION

FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 21, 2012, (this “**Agreement**”), among SAFE-GUARD PRODUCTS INTERNATIONAL, LLC, a limited liability company (the “**Grantor**”) and CREDIT SUISSE AG, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the First Lien Intellectual Property Security Agreement dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among GUARD HOLDING CORP., a Delaware corporation (the “**Parent**”), GUARD ACQUISITION CORP., a Delaware corporation (“**Merger Sub**”), to be merged with and into SG ACQUISITION, INC., a Delaware corporation, AS A RESULT OF THE Merger (as defined in the Credit Agreement referred to below), the “**Borrower**”), the subsidiaries of the Borrower from time to time party and the Collateral Agent and (b) the First Lien Credit Agreement dated as of December 21, 2012 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, the Parent, the other Guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent, Collateral Agent and an L/C Issuer, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not other-wise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and

Trade-mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and all rights to sue at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof, including the right to receive all income, royalties, proceeds and damages therefrom, whether now or hereafter due or payable (the “**Trademarks**”), and

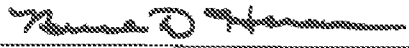
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]


N WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAFE-GUARD PRODUCTS
INTERNATIONAL, LLC

By: 
Name: Bruce D. Herman
Title: Chief Financial Officer and Treasurer

[Signature Page to First Lien Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By: 
Name: JUDITH E. SMITH
Title: MANAGING DIRECTOR

By: 
Name: Sanja Gazahi
Title: Associate

Schedule I

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,247	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,246	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,904,179	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,642	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,641	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,639	U.S.
Safe-Guard Products International, LLC	SAFE-DRIVE	4,099,823	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	1523927-00 (application)	Canada
Safe-Guard Products International, LLC	SAFE-GUARD & DESIGN	1523936-00 (application)	Canada
Safe-Guard Products	SAFE-GUARD	1228888	Mexico

Schedule I

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
International, LLC			

Schedule I