

USPTO. ETAS. Receipt

Page 1 of 4



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)**Electronic Trademark Assignment System****Confirmation Receipt**

Your assignment has been received by the USPTO.  
The coversheet of the assignment is displayed below:

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | INTELLECTUAL PROPERTY SECURITY AGREEMENT                               |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| OSMOSE, INC.                      |  | 11/26/2012            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT           |                       |                       |
| <b>Street Address:</b>            | ELEVEN MADISON AVENUE  |                       |                       |
| <b>City:</b>                      | NEW YORK   |                       |                       |
| <b>State/Country:</b>             | NEW YORK   |                       |                       |
| <b>Postal Code:</b>               | 10010  |                       |                       |
| <b>Entity Type:</b>               | BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND |                       |                       |
| <b>PROPERTY NUMBERS Total: 39</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>       | 3700758  | ADVANCE GUARD         |                       |
| <b>Registration Number:</b>       | 1634824  | AMERICA'S WOOD        |                       |
| <b>Registration Number:</b>       | 1636161  | AMERICA'S WOOD        |                       |

**TRADEMARK**

700499679

REEL: 004950 FRAME: 0724

<http://etas.uspto.gov/com/receipt.jsp?iname=QB07SYB6U90D-40734>

11/26/2012

USPTO, ETAS, Receipt

Page 2 of 4

|                      |         |              |
|----------------------|---------|--------------|
| Registration Number: | 3046681 | CARBO-NT     |
| Registration Number: | 3007137 | CLEANWOOD    |
| Registration Number: | 3858592 | COVERCAP     |
| Registration Number: | 3416496 | C-TRUSS      |
| Registration Number: | 3146063 | DURAFUME     |
| Registration Number: | 2629227 | FASTGATE     |
| Registration Number: | 4164768 | FIRE-GUARD   |
| Registration Number: | 2534910 | FIREPRO      |
| Registration Number: | 1917292 | HI-BOR       |
| Registration Number: | 0709197 | HOLLOW HEART |
| Registration Number: | 0933747 | K-33         |

|                      |         |               |
|----------------------|---------|---------------|
| Registration Number: | 1535297 | LIFEWOOD      |
| Registration Number: | 3432948 | MICROPRO      |
| Registration Number: | 3486452 | MICROPRO      |
| Registration Number: | 3228894 | MICROSHADES   |
| Registration Number: | 3473975 | MICRO SHADES  |
| Registration Number: | 1585282 | MITC-FUME     |
| Registration Number: | 1887913 | NATUREWOOD    |
| Registration Number: | 3211202 | OSMO-C2-TRUSS |
| Registration Number: | 3031298 | OSMO-C-TRUSS  |

TRADEMARK

REEL: 004950 FRAME: 0725

11/26/2012

USPTO, ETAS, Receipt

Page 3 of 4

|                      |          |                |
|----------------------|----------|----------------|
| Registration Number: | 2763317  | OSMOSE         |
| Registration Number: | 0828098  | OSMOSE K-33    |
| Registration Number: | 1239892  | OSMOSE SUNWOOD |
| Registration Number: | 0745001  | OSMOWELD       |
| Registration Number: | 3633706  | POLE TOPPER    |
| Registration Number: | 3720073  | RAIN DANCE     |
| Registration Number: | 1015197  | SHIGOMETER     |
| Registration Number: | 3218991  | SMART SENSE    |
| Registration Number: | 3406865  | SMART SENSE    |
| Registration Number: | 1175696  | SUNWOOD        |
| Registration Number: | 3635951  | SUSTAIN        |
| Registration Number: | 1038656  | TIMBERFUME     |
| Registration Number: | 1054920  | WOODFUME       |
| Registration Number: | 3382996  | XGUARD         |
| Serial Number:       | 85563268 | POLE WRAP      |

**CORRESPONDENCE DATA**

Fax Number: 7147558290  
 Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  
 Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.  
 Correspondent Name: LATHAM & WATKINS LLP  
 Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR  
 Address Line 4: COSTA MESA, CALIFORNIA 92626

|                         |                  |
|-------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | 038263-0277      |
| NAME OF SUBMITTER:      | KRISTIN J AZCONA |
| Signature:              | /KJA/            |
|                         |                  |

TRADEMARK

REEL: 004950 FRAME: 0726

USPTO. ETAS. Receipt

Page 4 of 4

Date:

11/26/2012

**Total Attachments: 13**

source=Osmose - IP Security Agreement (2)#page1.tif  
source=Osmose - IP Security Agreement (2)#page2.tif  
source=Osmose - IP Security Agreement (2)#page3.tif  
source=Osmose - IP Security Agreement (2)#page4.tif  
source=Osmose - IP Security Agreement (2)#page5.tif  
source=Osmose - IP Security Agreement (2)#page6.tif  
source=Osmose - IP Security Agreement (2)#page7.tif  
source=Osmose - IP Security Agreement (2)#page8.tif  
source=Osmose - IP Security Agreement (2)#page9.tif  
source=Osmose - IP Security Agreement (2)#page10.tif  
source=Osmose - IP Security Agreement (2)#page11.tif  
source=Osmose - IP Security Agreement (2)#page12.tif  
source=Osmose - IP Security Agreement (2)#page13.tif

**RECEIPT INFORMATION**

ETAS ID: TM252114  
Receipt Date: 11/26/2012  
Fee Amount: \$990

**[Return to home page](#)**[| .HOME |](#) [INDEX |](#) [SEARCH |](#) [eBUSINESS |](#) [CONTACT US |](#) [PRIVACY STATEMENT](#)**TRADEMARK****REEL: 004950 FRAME: 0727**

11/26/2012

**900239475 11/26/2012****TRADEMARK ASSIGNMENT**Electronic Version v1.1  
Stylesheet Version v1.1

|                                   |  |                       |                       |
|-----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>      | INTELLECTUAL PROPERTY SECURITY AGREEMENT                               |                       |                       |
| <b>CONVEYING PARTY DATA</b>       |  |                       |                       |
| <b>Name</b>                       | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| OSMOSE, INC.                      |  | 11/26/2012            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>       |  |                       |                       |
| <b>Name:</b>                      | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT           |                       |                       |
| <b>Street Address:</b>            | ELEVEN MADISON AVENUE  |                       |                       |
| <b>City:</b>                      | NEW YORK   |                       |                       |
| <b>State/Country:</b>             | NEW YORK   |                       |                       |
| <b>Postal Code:</b>               | 10010  |                       |                       |
| <b>Entity Type:</b>               | BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND |                       |                       |
| <b>PROPERTY NUMBERS Total: 39</b> |  |                       |                       |
| <b>Property Type</b>              | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:              | 3700758  | ADVANCE GUARD         |                       |
| Registration Number:              | 1634824  | AMERICA'S WOOD        |                       |
| Registration Number:              | 1636161  | AMERICA'S WOOD        |                       |
| Registration Number:              | 3046681  | CARBO-NT              |                       |
| Registration Number:              | 3007137  | CLEANWOOD             |                       |
| Registration Number:              | 3858592  | COVERCAP              |                       |
| Registration Number:              | 3416496  | C-TRUSS               |                       |
| Registration Number:              | 3146063  | DURAFUME              |                       |
| Registration Number:              | 2629227  | FASTGATE              |                       |
| Registration Number:              | 4164768  | FIRE-GUARD            |                       |
| Registration Number:              | 2534910  | FIREPRO               |                       |
| Registration Number:              | 1917292  | HI-BOR                |                       |
| Registration Number:              | 0709197  | HOLLOW HEART          |                       |
| Registration Number:              | 0933747  | K-33                  |                       |

**TRADEMARK****REEL: 004950 FRAME: 0728**

OP \$990.00 3700758

Execution Version

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated November 26, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Credit Suisse AG, Cayman Islands Branch ("*Credit Suisse*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Osmose Holdings, Inc., a Delaware corporation (the "*Borrower*") and OHI Intermediate Holdings, Inc., a Delaware corporation, have entered into a Senior Secured Credit Agreement dated as of November 26, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the context may require.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 26, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office, as applicable.

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

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent (a) any applicable Law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein and (b) any of the following constitutes Excluded Assets (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier (or other electronic transmission) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms and provisions of this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by,  
and construed in accordance with, the laws of the State of New York.



Nov 16 12:02:00p Goydan  
11/16/2012 03:00pm W

7702334242

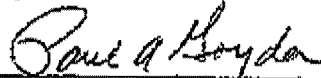
(281) 888-6769  
#401

p.3  
Page 03/18

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

OSMOSE, INC.

By



Name: Paul A. Goydan  
Title: President

Signature Page to Osmose IP Security Agreement

TRADEMARK

REEL: 004950 FRAME: 0732

OSMOSE UTILITIES SERVICES, INC.

By

Name:

Larry B. Larson

Title:

President

Signature Page to Osmose IP Security Agreement

CREDIT SUISSE AG,  
Cayman Islands Branch,  
as Administrative Agent and Collateral  
Agent

By   
Name: ROBERT HETU  
Title: MANAGING DIRECTOR

By   
Name: Alex Verdone  
Title: Associate

## SCHEDULE A

PATENTS


| Grantor                         | Country | Title  | Patent No.<br>Issue Date | Applic. No./<br>Filing Date |
|---------------------------------|---------|--|--------------------------|-----------------------------|
| Osmose Utilities Services, Inc. | US      | Pole Reinforcement Truss   | 7415808<br>8/26/2008     | 10/913674<br>8/6/2004       |
| Osmose Utilities Services, Inc. | US      | Pole Reinforcement Truss   | 7363752<br>4/29/2008     | 10/811333<br>3/26/2004      |
| Osmose Utilities Services, Inc. | US      | Method And Apparatus For Vertical Voltage Potential Mapping                                    | 6870356<br>3/22/2005     | 10/411803<br>4/11/20003     |
| Osmose Utilities Services, Inc. | US      | Methods for Calibration into Digital Photographic Image of Utility Structures                  |                          | 61/725748<br>11/13/2012     |
| Osmose Utilities Services, Inc. | US      | Fire Retardant Device for Protecting Wooden Structures from fire                               |                          | 13/662213<br>9/18/2012      |
| Osmose Wood Preserving, Inc.    | US      | Apparatus And Method For Bracing Vertical Structures   | 6079165<br>6/27/2000     | 09/082706<br>5/21/1998      |
| Osmose Wood Preserving, Inc.    | US      | Pole Top Protective Device And Method  | 6006479<br>12/28/1999    | 08/988343<br>12/10/1997     |
| Osmose, Inc.                    | US      | Micronized Wood Preservative Formulations  | 7674481<br>3/9/2010      | 10/821326<br>4/9/2004       |
| Osmose, Inc.                    | US      | Borate Compositions For Wood Preservation  | 7666254<br>2/23/2010     | 11/894373<br>8/20/2007      |
| Osmose, Inc.                    | US      | Micronized Wood Preservative Formulations Comprising Copper And Zinc                           | 7632567<br>12/15/2009    | 11/849082<br>8/31/2000      |
| Osmose, Inc.                    | US      | Layered Wood Composites  | 7544423<br>6/9/2009      | 11/467368<br>8/25/2006      |
| Osmose, Inc.                    | US      | Dissolution Of Copper Metal In Aqueous Alkanolamine To Form Copper Containing Aqueous Solution | 7476371<br>1/13/2009     | 11/046804<br>2/1/2005       |
| Osmose, Inc.                    | US      | Milled Submicron Organic Biocides With Narrow Particle Size Distribution, And Uses Thereof     | 7426948<br>9/23/2008     | 10/961157<br>10/12/2004     |
| Osmose, Inc.                    | US      | Direct Synthesis Of Copper Carbonate   | 7411080<br>8/12/2008     | 11/436528<br>5/19/2006      |
| Osmose, Inc.                    | US      | Milled Submicron Chlorothalonil With Narrow Particle Size Distribution, And Uses Thereof       | 7316738<br>1/8/2008      | 10/961155<br>10/12/2004     |




| Grantor      | Country | Title   | Patent No.<br>Issue Date | Applic. No./<br>Filing Date |
|--------------|---------|---|--------------------------|-----------------------------|
| Osmose, Inc. | US      | Compatibilizing Surfactant Useful With Slurries Of Copper Particles                       | 7238654<br>7/3/2007      | 11/053437<br>2/9/2005       |
| Osmose, Inc. | US      | Polymeric Wood Preservative Compositions  | 7001452<br>2/21/2006     | 10/986242<br>11/11/2004     |
| Osmose, Inc. | US      | Process For The Dissolution Of Copper Metal   | 6905532<br>6/14/2005     | 10/704155<br>11/10/2003     |
| Osmose, Inc. | US      | Process For The Dissolution Of Copper Metal   | 6905531<br>6/14/2005     | 10/660795<br>9/12/2003      |
| Osmose, Inc. | US      | Polymeric Wood Preservative Compositions  | 6843837<br>1/18/2005     | 10/627885<br>7/25/2003      |
| Osmose, Inc. | US      | Process For The Dissolution Of Copper Metal   | 6646147<br>11/11/2003    | 10/074251<br>2/14/2002      |
| Osmose, Inc. | US      | Phosphate Free Fire Retardant Composition   | 6517748<br>2/11/2003     | 09/932904<br>8/20/2001      |
| Osmose, Inc. | US      | Phosphate Free Fire Retardant Composition   | 6306317<br>10/23/2001    | 09/577743<br>5/23/2000      |
| Osmose, Inc. | US      | Pole Protector  | 6176062<br>1/23/2001     | 08/596494<br>2/2/1996       |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulation In Organic Carriers                              |                          | 13/161772<br>6/6/2011       |
| Osmose, Inc. | US      | Compositions And Methods For Treating Cellulose Based Materials With Micronized Additives |                          | 13/074170<br>3/29/2011      |
| Osmose, Inc. | US      | Compositions And Method For Treating Cellulose-Based Materials With Micronized Additives  |                          | 12/638407<br>12/15/2009     |
| Osmose, Inc. | US      | Layered Wood Composites   | 8182928<br>5/22/2012     | 12/473394<br>5/28/2009      |
| Osmose, Inc. | US      | Method Of Preserving Wood By Injecting Particulate Wood Preservative Slurry               | 8158208<br>4/17/2012     | 12/209653<br>9/12/2008      |

| Grantor      | Country | Title  | Patent No.<br>Issue Date | Applic. No./<br>Filing Date |
|--------------|---------|--|--------------------------|-----------------------------|
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 12/240995<br>9/29/2008      |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 12/213529<br>6/20/2008      |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 12/153167<br>5/4/2008       |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 12/153166<br>5/14/2008      |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 11/526765<br>9/26/2006      |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations  |                          | 10/970446<br>10/21/2004     |
| Osmose, Inc. | US      | Micronized Wood Preservative Formulations<br>Comprising Boron Compounds  | 8168304<br>5/1/2012      | 12/691707<br>1/21/2010      |
| Osmose, Inc. | US      | Process Fine Particle Dispersion For Wood<br>Preservation  |                          | 12/071707<br>2/25/2008      |
| Osmose, Inc. | US      | Wood Preserving Composition For<br>Treatment Of In-Service Poles, Posts, Piling,<br>Cross-Ties And Other Wooded Structures | 8221797<br>7/17/2012     | 12/068743<br>2/11/2008      |
| Osmose, Inc. | US      | Particulate Wood Preservative And Method<br>For Producing The Same   |                          | 12/458522<br>7/15/2009      |
| Osmose, Inc. | US      | Layered Wood Composites  |                          | 13/347846<br>1/11/2012      |

## SCHEDULE B

TRADEMARKS

| Grantor                               | Mark   | Country | Applic. No/<br>Filing Date | Reg. No./Reg.<br>Date |
|---------------------------------------|--|---------|----------------------------|-----------------------|
| Osmose, Inc.                          | Advance Guard  | US      | 77/412773<br>3/4/2008      | 3700758<br>10/27/2009 |
| Osmose, Inc.                          | America's Wood   | US      | 73/784509<br>3/6/1989      | 1634824<br>2/12/1991  |
| Osmose, Inc.                          | America's Wood Design<br> | US      | 73/784510<br>3/6/1989      | 1636161<br>2/26/1991  |
| Osmose, Inc.                          | Carbo-Nt   | US      | 76/591355<br>5/4/2004      | 3046681<br>1/17/2006  |
| Osmose, Inc.                          | Cleanwood  | US      | 76/597025<br>6/10/2004     | 3007137<br>10/18/2005 |
| Osmose, Inc.                          | Covercap   | US      | 85/029765<br>5/4/2010      | 3858592<br>10/5/2010  |
| Osmose, Inc.                          | C-Truss  | US      | 76/617730<br>10/26/2004    | 3416496<br>4/29/2008  |
| Osmose, Inc.                          | Durafume   | US      | 76/620910<br>11/17/2004    | 3146063<br>9/19/2006  |
| Osmose, Inc.                          | Fastgate   | US      | 76/203766<br>1/31/2001     | 2629227<br>10/1/2002  |
| Osmose, Inc.                          | Fire-Guard   | US      | 85/519481<br>1/18/2012     | 4164768<br>6/26/2012  |
| Osmose, Inc.                          | FirePro  | US      | 76/090220<br>6/30/2000     | 2534910<br>1/29/2002  |
| Osmose, Inc.                          | Hi-Bor   | US      | 74/182093<br>7/3/1991      | 1917292<br>9/5/1995   |
| Osmose, Inc.                          | Hollow Heart   | US      | 72/097243<br>5/16/1960     | 0709197<br>1/3/1961   |
| Osmose, Inc.                          | K-33   | US      | 72/380123<br>1/4/1971      | 0933747<br>5/16/1972  |
| Osmose, Inc.                          | Lifewood   | US      | 73/731746<br>5/31/1988     | 1,535297<br>4/18/1989 |
| Osmose<br>Utilities<br>Services, Inc. | LoadCalc   | US      | 77/219051<br>6/29/2007     | 3715766<br>11/24/2009 |
| Osmose, Inc.                          | MicroPro   | US      | 78/768653<br>12/7/2005     | 3432948<br>5/20/2008  |

| Grantor                               | Mark   | Country | Applic. No./<br>Filing Date | Reg. No./Reg.<br>Date |
|---------------------------------------|--|---------|-----------------------------|-----------------------|
| Osmose, Inc.                          | MicroPro<br>                | US      | 78/917094<br>6/26/2006      | 3486452<br>8/12/2008  |
| Osmose, Inc.                          | Microshades  | US      | 78/793206<br>1/17/2006      | 3228894<br>4/10/2007  |
| Osmose, Inc.                          | Microshades<br>             | US      | 78/915243<br>6/23/2006      | 3473975<br>7/22/2008  |
| Osmose, Inc.                          | Mitc-Fume  | US      | 73/806869<br>6/15/1989      | 1585282<br>3/6/1990   |
| Osmose<br>Utilities<br>Services, Inc. | MP400-Ext  | US      | 77/220899<br>7/2/2007       | 3640307<br>6/16/2009  |
| Osmose, Inc.                          | Naturewood   | US      | 74/411444<br>7/12/1993      | 1887913<br>4/4/1995   |
| Osmose<br>Utilities<br>Services, Inc. | O-Calc   | US      | 77/925806<br>2/2/2010       | 3852883<br>9/28/2010  |
| Osmose, Inc.                          | Osmo-C2-Truss  | US      | 78/868702<br>2/20/2007      | 3211202<br>2/20/2007  |
| Osmose, Inc.                          | Osmo-C-Truss   | US      | 76/617732<br>10/26/2004     | 3031298<br>12/20/2005 |
| Osmose, Inc.                          | Osmose   | US      | 76/281401<br>7/6/2001       | 2763317<br>9/16/2003  |
| Osmose, Inc.                          | Osmose K-33  | US      | 72/248840<br>6/23/1966      | 0828098<br>5/2/1967   |
| Osmose, Inc.                          | Osmose Sunwood Design<br> | US      | 73/288048<br>12/1/1980      | 1239892<br>5/31/1983  |
| Osmose, Inc.                          | Osmoweld   | US      | 72/127419<br>9/7/1961       | 0745001<br>2/12/1963  |
| Osmose, Inc.                          | Pole Topper  | US      | 77/303135<br>10/12/2007     | 3633706<br>6/9/2009   |
| Osmose, Inc.                          | Pole Wrap  | US      | 85/563268<br>3/13/2012      |                       |
| Osmose, Inc.                          | Raindance  | US      | 78/632352<br>5/18/2005      | 3720073<br>12/1/2009  |
| Osmose, Inc.                          | Shigometer   | US      | 73/032093<br>9/16/1974      | 1015197<br>7/8/1975   |
| Osmose, Inc.                          | Smart Sense  | US      | 78/997928<br>12/8/2005      | 3218991<br>3/13/2007  |



| <b>Grantor</b>                        | <b>Mark</b>  | <b>Country</b> | <b>Applic. No./<br/>Filing Date</b> | <b>Reg. No./Reg.<br/>Date</b> |
|---------------------------------------|--------------|----------------|-------------------------------------|-------------------------------|
| Osmose, Inc.                          | Smart Sense  | US             | 78/737793<br>10/21/2005             | 3406865<br>4/1/2008           |
| Osmose<br>Utilities<br>Services, Inc. | Strengthcalc | US             | 77/219439<br>6/29/2007              | 3715767<br>11/24/2009         |
| Osmose, Inc.                          | Sunwood      | US             | 73/287596<br>11/28/1990             | 1175696<br>11/3/1981          |
| Osmose, Inc.                          | Sustain      | US             | 77/240779<br>7/27/2007              | 3635951<br>6/9/2009           |
| Osmose, Inc.                          | Timberfume   | US             | 73/056110<br>6/25/1975              | 1038656<br>5/4/1976           |
| Osmose, Inc.                          | Woodfume     | US             | 73/056111<br>6/25/1975              | 1054920<br>12/28/1976         |
| Osmose, Inc.                          | XGuard       | US             | 78/740618<br>10/26/2005             | 3382996<br>2/12/2008          |

## SCHEDULE C

COPYRIGHTS

| Grantor  | Title of Work  | Country | Reg. No.  | Date       |
|--|--|---------|-----------|------------|
| Osmose Wood Preserving, Inc. <sup>1</sup>                    | Osmose, America's Wood: 40-Year Limited Warranty, Farm & Residential Applications, Ask Dealer For A Copy | US      | VA519733  | 9/11/1989  |
| Osmose Wood Preserving, Inc.                                 | Wood Pole Fire-Guard Application Procedures  | US      | TXu521045 | 3/2/1992   |
| Osmose Wood Preserving, Inc.                                 | Environmental [Sic]  | US      | VAu99218  | 7/16/1986  |
| Osmose Wood Preserving Company of America, Inc. <sup>2</sup> | Knowing More About Pole Decay  | US      | TX1317488 | 6/23/1983  |
| Osmose Wood Preserving Company of America, Inc.              | Shigometer, The Function And Application   | US      | TX632934  | 11/14/1980 |
| Osmose Wood Preserving Company of America, Inc.              | Osmose Groundline Inspection And Treatment Service   | US      | TX612340  | 1/12/1981  |
| Osmose Wood Preserving Company of America, Inc.              | Osmose Deckit Assembly Instructions  | US      | TX66361   | 6/16/1978  |
| A-V Department; Osmose Wood Preserving                       | Gazebos/Director, John D. Elliott  | US      | PA252479  | 4/22/1985  |
| A-V Department; Osmose Wood Preserving                       | Fences/Director, John D. Elliott   | US      | PA252382  | 2/21/1985  |
| A-V Department; Osmose Wood Preserving                       | Decks/Director, John D. Elliott  | US      | PA252381  | 4/23/1985  |

<sup>1</sup> Former name of Osmose, Inc.<sup>2</sup> Former name of Osmose, Inc.