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
ILPEA INDUSTRIES, INC.		12/13/2012	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	PNC Firstside Center, 4th Floor
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1373777	OEM
Registration Number:	0860446	POWER MOLD

CORRESPONDENCE DATA

Fax Number: 2164798780

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

Phone: 216.479.8500
Email: trademark@squiresanders.com
Correspondent Name: Patrick J. Burke
Address Line 1: Squire Sanders (US) LLP
Address Line 2: 4900 Key Tower, 127 Public Square
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	034397.00035
NAME OF SUBMITTER:	Patrick J. Burke

CH $65.00 1373777

Signature:	/Patrick J. Burke/
Date:	02/21/2013

Total Attachments: 12
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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of this 13th day of December, 2012, by and among each of ILPEA INDUSTRIES, INC., an Indiana corporation (the "Borrower"); and ILPEA PARENT INC., a Delaware corporation (together with the Borrower, each a "Grantor" and collectively, the "Grantors"); and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the "Secured Party"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Recitals:

A. The Borrower; the other Grantors; the Lenders party thereto as the "Lenders", PNC Bank, National Association, as the "Administrative Agent," the "Swing Loan Lender" and the "Issuing Lender", are the parties to that certain Credit Agreement of even date herewith (as amended, supplemented and replaced from time to time, the "Credit Agreement").

B. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor execute and deliver this Security Agreement.

C. This Agreement is made for the benefit of the Secured Party, in its capacity as Administrative Agent for the Lenders, of the Lenders, of PNC Bank, National Association, as Swing Loan lender and Issuing Lender, and of each other holder of any of the Obligations (collectively, and including the successors and assigns of each, the "Secured Creditors", with each being a "Secured Creditor").

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby grants to the Secured Party a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with (upon and during the continuance of an Event of Default) power of sale to the extent permitted by applicable law, all of such Grantor's right, title and interest in all U.S. and foreign patents, trademarks, copyrights, trade names, assumed names, service marks, patent applications, trademark applications, trade name applications, service mark applications, copyright applications, design rights and trade secrets and the inventions and improvements described and claimed in the patents and patent applications (together with the items described in Clauses (a) through (d), below, the "Proprietary Collateral"), whether now owned or existing and filed or

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hereafter acquired or arising and filed, including, without limitation, the Proprietary Collateral listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world.

3. OBLIGATIONS AND LIABILITIES SECURED. The security interests of the Secured Party under this Security Agreement secure any and all of the Obligations, including, without limitation, (a) the full and prompt performance and observance of all of the terms, conditions and agreements contained in the Credit Agreement and the other Loan Documents, including, without limitation, the Obligations to be performed or observed by the Grantor, (b) the punctual full payment of the principal of and interest on any promissory any issued by the Borrower pursuant to the Credit Agreement (each a "Note" and collectively, the "Notes") in accordance with the terms and provisions of the Notes (including interest accruing under the Notes after the commencement of any case or proceeding under any state or federal bankruptcy, insolvency or similar law (a "Proceeding") to the extent that a claim for such interest is allowable in such a Proceeding ("Post-Petition Interest")), (c) the punctual payment in full of all Obligations in respect of Other Lender Provided Financial Service Products and all Obligations in respect of Letters of Credit and Lender Provided Interest Rate Hedges, (d) the performance and observance of the terms, conditions and agreements hereinafter contained, (e) the full performance and observance of all of the other terms, conditions and agreements contained in all of the other Loan Documents, and (f) any and all other indebtedness of such Grantor to the Secured Party, including Post-Petition Interest (all of which are referred to herein collectively as the "Secured Obligations").

4. NEW PATENTS, TRADEMARKS, COPYRIGHTS, ETC. If, prior to the termination of this Security Agreement, any Grantor shall (a) obtain rights to any new patentable inventions, (b) become entitled to the benefit of any patent, trademark, copyright, trade name, service mark, patent application, trademark application, service mark application, license or any reissue, division, continuation, renewal, extension or continuation in part of any of the same or any improvement on any of the same, the provisions of Paragraph 2, above, shall automatically apply thereto and such patents, trademarks, trade names, service marks, patent applications, trademark applications, service mark applications, licenses, etc. shall automatically become Proprietary Collateral hereunder and shall be subject to the security interests described herein. The applicable Grantor shall give to the Secured Party written notice of the events described in clauses (a) and (b) of the preceding sentence on a quarterly basis concurrently with the delivery of the financial statements for such quarter pursuant to Section 8.3.1 of the Credit Agreement. Each Grantor hereby authorizes the Secured Party to modify this Security Agreement by amending Exhibit A to include any future patents, trademarks, copyrights, trade names, service marks, patent applications, trademark applications, service mark applications and such Grantor agrees to execute any agreements, documents or instruments reasonably requested by the Secured Party to effectuate such amendment.

5. ROYALTIES; TERM. Each Grantor hereby agrees that the use by the Secured Party of the Proprietary Collateral as authorized hereunder shall be co-extensive with such Grantor's rights thereunder and in respect thereof and without any liability for royalties or other related charges from the Secured Party to such Grantor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration or termination of each item of Proprietary Collateral assigned hereunder, or (b) the date on which all "Collateral" (as defined in

the Credit Agreement) has been released pursuant to the terms of the Credit Agreement and the other Loan Documents.

6. TERMINATION OF SECURITY INTEREST. This Security Agreement is made for collateral security purposes only. Upon release of all of the Collateral pursuant to the provisions of the Credit Agreement, this Security Agreement shall terminate, and the Secured Party shall promptly execute and deliver to the Grantors, at the Grantors' expense, all termination statements and other instruments as may be necessary or proper to terminate the Secured Party's security interest in the Proprietary Collateral subject to any disposition thereof which may have been made by the Secured Party pursuant to this Security Agreement, the Credit Agreement or any of the other Loan Documents.

7. DUTIES OF THE GRANTORS. Each Grantor shall have the duty (a) to prosecute diligently any patent application, trademark application and service mark applications that are part of the patents, trademarks or service marks pending as of the date hereof and thereafter until the termination of this Security Agreement; (b) to make application on unpatented but patentable inventions, as such Grantor deems appropriate; (c) to take reasonable steps to preserve and maintain all of such Grantor's rights in any material Proprietary Collateral, including, without limitation, as appropriate, the use in interstate commerce, the timely payment of fees and the making of filings; and (d) not to divest itself of any right under any Proprietary Collateral, in each case unless such Proprietary Collateral is obsolete, no longer used in the operation of the business of such Grantor or replaced. Any expense incurred in connection with the foregoing shall be borne by the Grantors jointly and severally. The Grantor shall not abandon any material pending patent application, trademark application, service mark application or patent, trademark, copyright, trade name or service mark encumbered hereby and material to the operation or value of the business of the Grantor without the prior written consent of the Secured Party.

8. INFRINGEMENT. Each Grantor represents and warrants to the Secured Party that such Grantor owns and possesses, and will own or possess continuously throughout the term of this Security Agreement, the valid right to use the Proprietary Collateral, without any known conflict with the rights of others, and no litigation or proceeding is pending, or, to the best knowledge of the Grantor, threatened against such Grantor, which might, if successful, adversely affect such Grantor's interest in the Proprietary Collateral in any material respect.

9. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that it is the true and lawful owner or licensee of the Proprietary Collateral listed in the Exhibits attached hereto and that, to such Grantor's knowledge, said listed Proprietary Collateral constitute all the patents, patent applications, trademarks, copyrights, service marks and other Proprietary Collateral registered in the United States Patent and Trademark Office or United States Copyright Office, as applicable, that such Grantor now owns or uses in connection with its business.

10. WAIVERS. No course of dealing between any Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder, under the Credit Agreement or any of the other Loan Documents, shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

11. SECURED PARTY'S EXERCISE OF RIGHTS AND REMEDIES UPON AN EVENT OF DEFAULT.

(a) An "Event of Default" under this Security Agreement shall be deemed to exist if there shall exist and be continuing any event, condition or thing which constitutes an Event of Default under the Credit Agreement or any other Loan Document, including, without limitation, any Grantor's default in the timely performance of all of its obligations and covenants hereunder (subject to the notice and cure provisions of Section 9.1.4 of the Credit Agreement).

(b) Upon and during the continuance of an Event of Default, the Secured Party may (to the extent permitted by law) exercise any and all rights and remedies provided in this Security Agreement, the Credit Agreement, the other Loan Documents, at law and in equity. In connection therewith, the Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the patents, trademarks, copyrights or service marks secured hereby and, if the Secured Party shall commence any such suit, each Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. Each Grantor shall, upon demand, promptly reimburse the Secured Party for all costs and other expenses including, without limitation, attorneys' fees and expenses, incurred by the Secured Party in the exercise of its rights under this Paragraph. The foregoing obligation shall be a joint and several obligation of the Grantors.

(c) Without limiting the generality of subparagraph (b), above, if an Event of Default shall occur and be continuing, the Secured Party may by written notice to the applicable Grantor take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in each of the patents, copyrights, trademarks and other Proprietary Collateral vested, in which event such right, title and interest shall immediately vest in the Secured Party, in which case such Grantor agrees to execute an assignment in form and substance reasonably satisfactory to the Secured Party or all its right, title, and interest to such Proprietary Collateral to the Secured Party; (ii) take and practice, use or sell the Proprietary Collateral; and (iii) direct such Grantor to refrain, in which event such Grantor shall refrain, from using or practicing the Propriety Collateral directly or indirectly, and such Grantor shall execute such other and further documents as the Secured Party may request further to confirm this and to transfer ownership of the Proprietary Collateral to the Secured Party.

12. SEVERABILITY. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. MODIFICATION. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

14. CUMULATIVE REMEDIES; POWER OF ATTORNEY. All of the Secured Party's rights and remedies in respect of the Proprietary Collateral whether established hereby, by the Credit Agreement, by any of the Loan Documents or by law, shall be cumulative and may be exercised singularly or concurrently. Upon and during the continuance of an Event of Default, each Grantor hereby constitutes and appoints the Secured Party its true and lawful attorney, with full power of substitution, with power to (a) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Proprietary Collateral, (b) take any other actions in respect of the Proprietary Collateral as the Secured Party deems in the best interest of the Secured Party, (c) grant or issue

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any exclusive or non-exclusive license under the Proprietary Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Proprietary Collateral to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the "Collateral" (as such term is defined and used in the Credit Agreement) shall have been released pursuant to the terms of the Credit Agreement. Each Grantor hereby acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given to it by the terms of this Security Agreement, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Proprietary Collateral may be located or deemed located.

15. APPLICATION OF PROCEEDS. All Collateral and proceeds of Collateral obtained and realized by the Secured Party from the exercise of remedies hereunder or under any other documents relating to this Agreement shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied as provided in Section 9.2.4 of the Credit Agreement.

16. AGENT. The Secured Party will hold in accordance with this Security Agreement all items of the Collateral at any time received under this Security Agreement. The acceptance by the Secured Party of this Security Agreement, with all the rights, powers, privileges and authority so created, shall not at any time or in any event obligate the Secured Party to appear in or defend any action or proceeding relating to the Collateral to which it is not a party, or to take any action hereunder or thereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Collateral. By accepting the benefits of this Security Agreement, each Secured Creditor acknowledges and agrees that the rights and obligations of the Secured Party shall be as set forth in Section 10 of the Credit Agreement. Notwithstanding anything to the contrary contained in Section 10 of the Credit Agreement, this Paragraph 16, and the duties and obligations of the Secured Party set forth herein, may not be amended or modified without the consent of the Administrative Agent.

17. ENFORCEMENT ON BEHALF OF SECURED CREDITORS. The Secured Creditors agree by their acceptance of the benefits hereof that this Security Agreement may be enforced on their behalf only by the action of the Secured Party, acting upon the instructions of the Required Lenders and that no other Secured Creditor shall have any right individually to seek to enforce or to enforce this Security Agreement or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Secured Party, for the benefit of the Secured Creditors, upon the terms of this Security Agreement.

18. BINDING EFFECT; BENEFITS. This Security Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a Subsidiary, a receiver, trustee or debtor-in-possession of or for the Grantor.

19. GOVERNING LAW. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York (without reference to the conflicts of law principles thereof other than Section 5-1401 of the New York General Obligations Law).

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20. NOTICES. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 11.5 of the Credit Agreement.

21. SECURED PARTY'S DUTY. The Secured Party shall have no duty in respect of the Proprietary Collateral. Without limiting the generality of the foregoing, the Secured Party shall be under no obligation to take any steps necessary to preserve rights in the Proprietary Collateral against any other parties, but (upon and during the continuance of an Event of Default) may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantors and added to the Secured Obligations secured hereby.

22. SECTION HEADINGS. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

23. JURY TRIAL WAIVER. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG ANY GRANTOR AND THE SECURED PARTY, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY NOTE, GUARANTY OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, WITH THE CREDIT AGREEMENT OR WITH THE TRANSACTIONS RELATED THERETO.

[Signatures Follow on Next Page]

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IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

GRANTORS:

ILPEA INDUSTRIES, INC.

Name: Gary Barrigar
Title: Vice President of Finance

ILPEA PARENT INC.

Name: Gary Barrigar
Title: Secretary

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Gregory Carroll
Title: Senior Vice President

CLEVELAND/1305727

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

GRANTORS:

ILPEA INDUSTRIES, INC.

_____
Name: Gary Barrigar
Title: Vice President of Finance

ILPEA PARENT INC.

_____
Name: Gary Barrigar
Title: Secretary

SECURED PARTY:

PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent

_____
Name: Gregory Carroll
Title: Senior Vice President

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STATE OF In)
) SS:
COUNTY OF Scott)

The foregoing Security Agreement was executed and acknowledged before me this 7 day of December, 2012, by Gary Barrigar, personally known to me to be the Vice President of Finance of ILPEA Industries, Inc., an Indiana corporation, on behalf of such corporation.

Notary Public
Leslie R. Means
Resident of
Scott Co. Indiana
Commission Expiration Date
May 14, 2016

Leslie R. Means
NOTARY PUBLIC

My commission expires 5-14-16

STATE OF In)
) SS:
COUNTY OF Scott)

The foregoing Security Agreement was executed and acknowledged before me this 7 day of December, 2012, by Gary Barrigar, personally known to me to be the Secretary of ILPEA Parent Inc., a Delaware corporation, on behalf of such corporation.

Notary Public
Leslie R. Means
Resident of
Scott Co. Indiana
Commission Expiration Date
May 14, 2016

Leslie R. Means
NOTARY PUBLIC

My commission expires 5-14-16

EXHIBIT A

SCHEDULE OF PROPRIETARY COLLATERAL

Schedule of Patents

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among PNC Bank, National Association, as Secured Party, and each of
Ilpea Industries, Inc. and Ilpea Parent Inc., as Grantors

Patents

Grantor	Country	Patent No.	Issue Date	Description
Ilpea Industries, Inc.	USA	Pat. No. 7,823,331	11/2/2010	French Door Seal Having a Magnetic Pair
Ilpea Industries, Inc.	USA	Pat. No. 7,114,293	10/3/2006	Magnetic door sweep and magnetic threshold assembly
Ilpea Industries, Inc.	USA	Pat. No. 6,011,108	1/4/2000	Low mar basket composition and method of making same

Patent Applications

Grantor	Country	Application No.	File Date	Description
None				

Schedule of Trademarks

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among PNC Bank, National Association, as Secured Party, and each of
Ilpea Industries, Inc. and Ilpea Parent Inc., as Grantors

Trademarks

Grantor	Registration No.	Issue Date	Mark
Ilpea Industries, Inc.	1,373,777 (USA)	12/3/1985	
Ilpea Industries, Inc.	0,860,446 (USA)	11/19/1968	POWER MOLD
Ilpea Industries, Inc.	447774 (Mexico)	11/30/1993	HOLM INDUSTRIES[1]
Ilpea Industries, Inc.	447775 (Mexico)	11/30/1993	HOLM INDUSTRIES[2]

Trademark Applications

Grantor	Application No.	File Date	Mark
None			

1 Note: Held in the name of Holm Industries, Inc.
2 Note: Held in the name of Holm Industries, Inc.

Schedule of Copyrights

Attached to and Forming a Part of Exhibit A to the
Patent, Trademark and Copyright Security Agreement
among PNC Bank, National Association, as Secured Party, and each of
Ilpea Industries, Inc. and Ilpea Parent Inc., as Grantors

Copyrights

Grantor	Registration No.	Country	Title	Issuer Date
None				

Copyright Applications

Grantor	Registration No.	Country	Title	Application Date
None				