

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jason Incorporated		02/28/2013	CORPORATION: WISCONSIN
Metalex Corporation		02/28/2013	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	299 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 56**

Property Type	Number	Word Mark
Registration Number:	0408273	ARTAB
Registration Number:	1231635	A
Registration Number:	2354626	CAM RUNNER
Registration Number:	1626585	CALIFORNIA BUFF COMPANY
Registration Number:	2353870	CHURCHILL
Registration Number:	3668069	COOLBALANCE
Registration Number:	2808159	DYNAFLEX
Registration Number:	0613728	ENDURION
Registration Number:	3544311	FALCON
Registration Number:	2060231	FIBERFOAM
Registration Number:	3531769	HAWK
Registration Number:	3310248	JACKSONLEA
Registration Number:	1760887	JACKSONLEA

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Registration Number:	3717696	JASON FINISHING GROUP
Registration Number:	3212039	JL
Registration Number:	3209909	LEA
Registration Number:	0818952	LEA ANTISTAT
Registration Number:	2866457	LEAROK
Registration Number:	0556217	LIQUABRADE
Registration Number:	0973349	LOAD RUNNERS
Registration Number:	2572176	MAGNA-FLEX
Registration Number:	1048153	MARABOND
Registration Number:	1041359	MARATEX
Registration Number:	2817521	METALEX
Registration Number:	2697697	MILSCO
Registration Number:	1196113	NATORQ
Registration Number:	0569356	OSBORN
Registration Number:	0991827	OSBORN
Registration Number:	0987058	OSBORN
Registration Number:	0988709	OSBORN
Registration Number:	0987773	OSBORN
Registration Number:	0992346	OSBORN
Registration Number:	0745621	OSBORN
Registration Number:	0127357	OSBORN
Registration Number:	0571005	
Registration Number:	1414988	POWER TUBE
Registration Number:	1492289	PROFILE
Registration Number:	3000094	SANDSHAPER
Registration Number:	2401489	SEALEZE
Registration Number:	3971577	SNOWPROTEC
Registration Number:	1793403	SOFTOOL
Registration Number:	1039967	STRAT-O-SHEEN
Registration Number:	2536226	SYNTEX
Registration Number:	2536227	SYNTEX PLUS
Registration Number:	3346661	THERM-L-BRUSH
Registration Number:	1570671	ULTRA-GRIT
Registration Number:	2205307	ULTRA-TECH
Registration Number:	1412046	UNI-LOK

	4023610	DIALUX
Registration Number:	4051773	XTRASEAL
Registration Number:	4100987	EZ-FLEX
Registration Number:	4055003	XTRASEAL HT
Serial Number:	85133333	INVISISEAL
Serial Number:	85131242	DYNA-SEAL
Serial Number:	85593542	POLYTEX
Serial Number:	85779905	FINISH. FIRST.

**CORRESPONDENCE DATA**

Fax Number: 2125562222  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 556 2100  
Email: vbantug@kslaw.com  
Correspondent Name: King & Spalding  
Address Line 1: 1185 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036-4003

ATTORNEY DOCKET NUMBER:	09631.009207 TM SEC ASGT
NAME OF SUBMITTER:	Vicky R. Bantug, Paralegal
Signature:	/Vicky R. Bantug/
Date:	03/01/2013

**Total Attachments: 8**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2013, is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Jason Incorporated, a Wisconsin corporation (the “Borrower”), the other Loan Parties party thereto, the Lenders from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Guaranty and Security Agreement, dated as of February 28, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by the Loan Parties in favor of Agent, to guarantee the Obligations of the Borrower; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien (as defined in the Credit Agreement) on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing no Lien on or security interest in any "intent to use" Trademark applications shall be deemed granted until such time, if any, as a statement of use has been filed with and accepted by the U.S. Patent and Trademark Office.

Section 3. Guaranty and 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 Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.


Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


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

**JASON INCORPORATED**

By:   
Name: John Hengel  
Title: Vice President, Finance

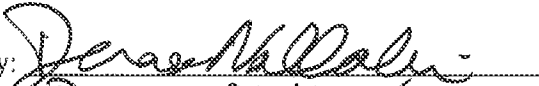
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**METALEX CORPORATION**

By:   
Name: John Hengel  
Title: Vice President and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Devesha Valabhansu  
Title: Duly Authorized Signatory



**SCHEDULE I**

**Trademark Registrations<sup>1</sup>**

1. REGISTERED TRADEMARKS

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Incorporated	ARTAB STYLIZED LETTERS	U.S.	Reg.	0408273	8/1/44
Jason Incorporated	A (STYLIZED)	U.S.	Reg.	1231635	3/22/83
Jason Incorporated	CAM RUNNER	U.S.	Reg.	2354626	6/6/00
JacksonLea <sup>^</sup>	CALIFORNIA BUFF COMPANY	U.S.	Reg.	1626585	12/11/90
Jason Incorporated	CHURCHILL	U.S.	Reg.	2353870	5/30/00
Jason Incorporated	COOLBALANCE	U.S.	Reg.	3668069	8/18/09
Jason Inc.	DYNAFLEX	U.S.	Reg.	2808159	1/27/04
Jason Incorporated	ENDURION	U.S.	Reg.	0613728	10/11/55
Jason Incorporated	FALCON	U.S.	Reg.	3544311	12/9/08
Sackner Products Inc. ^	FIBERFOAM	U.S.	Reg.	2060231	5/13/97
Jason Incorporated	HAWK	U.S.	Reg.	3531769	11/11/08
Jason Inc.	JACKSONLEA	U.S.	Reg.	3310248	10/16/07
Jason Inc.	JACKSONLEA & DESIGN	U.S.	Reg.	1760887	3/30/93
Jason Incorporated	JASON FINISHING CORP	U.S.	Reg.	3717696	12/1/09
Jason Inc.	JL DESIGN	U.S.	Reg.	3212039	2/27/07
Jason Inc.	LEA	U.S.	Reg.	3209909	2/20/07
Jason Incorporated	LEA ANTISTAT	U.S.	Reg.	0818952	11/22/66
Jason Inc.	LEAROK	U.S.	Reg.	2866457	7/27/04
Jason Inc.	LIQUABRADE	U.S.	Reg.	0556217	3/18/52
Jason Incorporated	LOAD RUNNERS	U.S.	Reg.	0973349	11/20/73
Jason Incorporated	MAGNA-FLEX	U.S.	Reg.	2572176	5/21/02

<sup>1</sup> The record owners marked with “^” are units or divisions of Jason Incorporated.

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Incorporated	MARABOND	U.S.	Reg.	1048153	9/14/76
Jason Incorporated	MARATEX	U.S.	Reg.	1041359	6/15/76
Metalex	METALEX	U.S.	Reg.	2817521	2/24/04
Jason Incorporated	MILSCO	U.S.	Reg.	2697697	3/18/03
Jason Incorporated	NATORQ	U.S.	Reg.	1196113	5/25/82
Jason Incorporated	OSBORN	U.S.	Reg.	0569356	1/20/53
Jason Incorporated	OSBORN	U.S.	Reg.	0991827	8/27/74
Jason Incorporated	OSBORN	U.S.	Reg.	0987058	6/25/74
Jason Incorporated	OSBORN	U.S.	Reg.	0988709	7/23/74
Jason Incorporated	OSBORN	U.S.	Reg.	0987773	7/9/74
Jason Incorporated	OSBORN	U.S.	Reg.	0992346	9/3/74
Jason Incorporated	OSBORN	U.S.	Reg.	0745621	2/26/63
Jason Incorporated	OSBORN (IN PENTAGON DESIGN)	U.S.	Reg.	0127357	11/11/19
Jason Incorporated	(PENTAGON DESIGN)	U.S.	Reg.	0571005	2/24/53
Jason Incorporated	POWER TUBE	U.S.	Reg.	1414988	10/28/86
Jason Incorporated	PROFILE	U.S.	Reg.	1492289	6/14/88
Jason Incorporated	SANDSHAPER	U.S.	Reg.	3000094	9/27/05
Jason Incorporated	SEALEZE	U.S.	Reg.	2401489	11/7/00
Jason Inc.	SNOWPROTEC	U.S.	Reg.	3971577	5/31/11
Jason Incorporated	SOFTOOL	U.S.	Reg.	1793403	9/21/93
Jason Incorporated	STRAT-O-SHEEN	U.S.	Reg.	1039967	5/25/76
Jason Incorporated	SYNTEX	U.S.	Reg.	2536226	2/15/02
Jason Incorporated	SYNTEX PLUS	U.S.	Reg.	2536227	2/5/02
Jason Inc.	THERM-L-BRUSH	U.S.	Reg.	3346661	12/4/07
Jason Inc.	ULTRA-GRIT	U.S.	Reg.	1570671	12/12/89
Jason Inc.	ULTRA-TECH	U.S.	Reg.	2205307	11/24/98
Jason Inc.	UNI-LOK	U.S.	Reg.	1412046	10/7/86

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Inc.	DIALUX	U.S.	Reg.	4023610	9/6/11
Jason Inc.	XTRASEAL	U.S.	Reg.	4051773	11/8/11
Jason Inc.	EZ-FLEX	U.S.	Reg.	4100987	2/21/12
Jason Incorporated	XTRASEAL HT	U.S.	Reg.	4055003	11/15/11

## 2. TRADEMARK APPLICATIONS

OWNER	MARK	JURISDICTION	STATUS	APPL/REG. NO.	APP/REG DATE
Jason Inc.	INVISISEAL	U.S.	Pending ITU	85/133333	9/20/10
Jason Inc.	DYNA-SEAL	U.S.	Pending ITU	85/131242	9/16/10
Jason Incorporated	POLYTEX	U.S.	Pending ITU	85/593542	4/10/12
Jason Incorporated	FINISH FIRST		Pending ITU	85779905	11/15/12