TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	other/Resignation and Appointment Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as agent		03/01/2013	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Frontenac Company, LLC, as agent
Street Address:	135 S. LaSalle Street
Internal Address:	Suite 3800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77239449	ONE LOK
Registration Number:	1548857	ZIP FLANGE
Registration Number:	1565457	OMNI*SLEEVE

CH $90.00 77239449

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 3600
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	12999-3

NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/22/2013

Total Attachments: 32
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RESIGNATION AND APPOINTMENT AGREEMENT

This RESIGNATION AND APPOINTMENT AGREEMENT, dated as of March 1, 2013 (this "Agreement"), is by and among ARES CAPITAL CORPORATION, a Maryland corporation, individually ("ARCC") and in its capacity as the Agent under the Term Loan Agreement (as defined below) (in such capacity, the "Existing Agent"), FRONTENAC COMPANY, LLC, individually ("Frontenac") and in its capacity as the successor Agent under the Term Loan Agreement (as defined below) (in such capacity, the "New Agent"), and the Lenders (as defined below).

WITNESSETH:

WHEREAS, SIGMA INTERNATIONAL GROUP, INC., a Delaware corporation ("SIG"), SG COMPANIES, INC., a New Jersey corporation ("SG"), SIGMA CORPORATION, a New Jersey corporation ("Sigma"), MILAND REALTY CORP., a New Jersey corporation ("Miland") and RUSSELL PIPE & FOUNDRY COMPANY, INC., an Alabama corporation ("Russell" and collectively with SIG, SG, Sigma and Miland, the "Borrower"), the Existing Agent, and certain other lenders (collectively, the "Lenders"), are parties to that certain Amended and Restated Second Lien Term Loan and Security Agreement, dated as of July 8, 2011 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Term Loan Agreement");

WHEREAS, Sigma, as grantor (in such capacity, the "Grantor") and ARCC, as trustee (in such capacity, the "Existing Trustee") are parties to that certain Deed of Hypothec and Issue of Bonds, dated as of October 4, 2007 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Deed of Hypothec");

WHEREAS, Borrower has advised the Existing Agent that immediately prior to the effectiveness of this Agreement, Borrower intends to repay all amounts owing to the Existing Agent under the Term Loan Agreement; and

WHEREAS, effective as of the date hereof (the "Effective Date"), (a) ARCC is resigning as the Agent under the Term Loan Agreement pursuant to the terms of Section 14.3 of the Term Loan Agreement, and the Existing Agent has informed the Borrower and the Lenders that the Required Lenders, with the consent of the Borrower, will concurrently appoint Frontenac as successor Agent under the Term Loan Agreement pursuant to the terms of Section 14.3 of the Term Loan Agreement and (b) ARCC is resigning as Trustee under the Deed of Hypothec pursuant to the terms of Section 16.7 of the Deed of Hypothec, and the Existing Trustee has informed the Grantor and the Bondholders (as defined in the Deed of Hypothec) that the Bondholders will concurrently appoint Frontenac as successor Trustee and *fondé de pouvoir* under the Deed of Hypothec pursuant to the terms of Section 16.7 of the Deed of Hypothec.

NOW, THEREFORE, the parties hereto hereby agree as follows:

SECTION 1.

DEFINITIONS AND OTHER MATTERS

Section 1.1 Unless otherwise defined herein, terms used herein which are defined in the Term Loan Agreement shall have the meanings given to such terms in the Term Loan Agreement. The words "hereof, "herein" and "hereunder" and words of similar import when used in this Agreement

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REEL: 004988 FRAME: 0146

shall refer to this Agreement as a whole and not to any particular provision of this Agreement and all section references herein are to this Agreement unless otherwise specified.

SECTION 2.

RESIGNATION OF EXISTING AGENT; APPOINTMENT OF SUCCESSOR; NOTICES

Section 2.1 Waiver of Notice Requirements. The Lenders and Borrower hereby waive the requirement of Section 14.3 of the Term Loan Agreement that the Existing Agent provide thirty (30) days' notice to the Lenders and Borrower of its resignation as Agent. The Bondholders and Grantor (as defined in the Deed of Hypothec) hereby waive the requirement of Section 16.7 of the Deed of Hypothec that the Existing Trustee provide thirty (30) days' notice to the Grantor and Bondholders of its resignation as Trustee thereunder.

Section 2.2 Resignation and Appointment.

(a) Effective as of the Effective Date, (1) the Lenders hereby acknowledge the resignation of ARCC as Agent pursuant to Section 14.3 of the Term Loan Agreement, (2) the Required Lenders hereby appoint Frontenac to be successor to the Existing Agent in the capacity of Agent by appointment under Section 14.3 of the Term Loan Agreement and (3) Frontenac hereby accepts and Borrower hereby consents to Frontenac's appointment as the successor Agent under Section 14.3 of the Term Loan Agreement as provided in this Section 2.2, it being understood that the provisions of Article XIV of the Term Loan Agreement (and any other rights or privileges contained in the Term Loan Agreement or the Other Documents which explicitly survive the resignation of Existing Agent or payment in full of the Obligations) shall continue in effect for the benefit of Existing Agent, including, without limitation, the indemnification rights and remedies under Section 14.7 and Section 15.5 (subject to the limitations and exceptions set forth therein) in respect of such rights and remedies of the Existing Agent arising from actions taken or omitted to be taken at the time the Existing Agent acted as Agent under the Term Loan Agreement and Other Documents.

(b) Effective as of the Effective Date, (1) the Bondholders and the Grantor hereby acknowledge the resignation of ARCC as Trustee (as defined in the Deed of Hypothec) pursuant to Section 16.7 of the Deed of Hypothec, (2) the Bondholders hereby appoint Frontenac to be successor to the Existing Trustee in the capacity of Trustee by appointment under Section 16.7 of the Deed of Hypothec and (3) Frontenac hereby accepts its appointment as the successor Trustee and *fondé de pouvoir* under Section 16.7 of the Deed of Hypothec as provided in this Section 2.2. For the avoidance of doubt, this Agreement is a Bondholders' Instrument, as defined in the Deed of Hypothec.

(c) Each Borrower hereby waives all claims, suits, debts, liens, losses, causes of action, demands, rights, damages or costs, or expenses of any kind, character or nature whatsoever, known or unknown, fixed or contingent, which any of them may have or claim to have against the Existing Agent or its agents, employees, officers, affiliates, directors, representatives, attorneys, successors and assigns (collectively, the "Released Parties") to the extent arising out of or in connection with the Term Loan Agreement or Other Documents (other than the performance of its obligations under this Agreement) (collectively, the "Claims"). Each Borrower further agrees forever to refrain from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any of the Released Parties with respect to any and all of the foregoing described waived, released, acquitted and discharged Claims and from exercising any right of recoupment or setoff that it may have under the Term Loan Agreement or the Other Documents.

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(d) The parties hereto expressly acknowledge and agree that the Existing Agent shall have no responsibility or liability in connection with (a) any action or omissions taken or not taken by the Existing Agent and (b) any actions required or contemplated to be taken prior to the date hereof.

Section 2.3 Effect on Term Loan Agreement and Other Documents. Effective as of the Effective Date, (a) all references in the Term Loan Agreement and the Other Documents to "Agent" shall be deemed to be references to Frontenac in its capacity as the successor Agent, (b) Existing Agent is hereby released from each and all of its obligations and duties as the Agent under the Term Loan Agreement and the Other Documents, and New Agent as the successor Agent succeeds to and becomes vested with all the rights, powers, privileges and duties of the Agent under the Term Loan Agreement and the Other Documents, (c) Existing Agent hereby irrevocably assigns and delegates to New Agent all of the rights, authority, and powers of Existing Agent under the Term Loan Agreement and the Other Documents (other than those rights that expressly survive the resignation pursuant to the Term Loan Agreement or payment in full of the Obligations), including, without limitation, (i) all of its right, title and interest in and to any and all security interests, mortgages, hypothecs, pledges, guarantees, encumbrances and liens of any type created under or pursuant to those instruments and documents (each as amended and in effect from time to time) described on the attached Exhibit A hereto, together with any and all other documents, guarantees and security agreements executed at any time in connection therewith for the benefit of the Existing Agent and (ii) all of its rights, title and interest granted to the Existing Agent by Sigma pursuant to the Patents, Trademarks and Copyrights Security Agreement, dated as of October 10, 2007, in and to any and all copyrights, trademarks and patents described on the attached Exhibit B hereto, together with any and all other intellectual property acquired by the Borrower at any time (collectively, the "Assigned Security Interest"), (d) New Agent shall succeed to the rights, authority and powers of the Existing Agent, and the rights and powers and duties of the Existing Agent (other than those rights that expressly survive the resignation of the Existing Agent pursuant to the Term Loan Agreement or payment in full of the Obligations) shall be terminated, and (e) the New Agent shall have the same rights, authority, and powers, and the same benefits, in such capacity under the Term Loan Agreement and each Other Document, as if it were the original Agent thereunder. For the avoidance of doubt, that certain Bond payable to the Existing Agent and represented by Certificate No. 2, dated February 19, 2013, issued by Sigma under the Deed of Hypothec in the original principal amount of Cdn $50,000,000 (the "Original Bond") shall be cancelled, replaced and superseded by the Bond payable to the New Agent executed and delivered in the form of Exhibit C hereto (the "New Bond") upon delivery of the New Bond.

Section 2.4 Authorization. Effective as of the Effective Date, the Existing Agent hereby authorizes the New Agent and/or its counsel (and any agents regained by the New Agent or such counsel) to file, register and/or record, such financing change statements, financing statement amendments, mortgage transfers, and assignments of mortgage necessary to effect and/or evidence the assignment of the Assigned Security Interest from the Existing Agent to the New Agent.

Section 2.5 Further Assurances. ARCC, in its capacity as Existing Agent, shall promptly execute and deliver, from time to time, upon the reasonable written request of the New Agent, and at the expense of the Borrower, any and all such further instruments and documents and take such further reasonable action as the New Agent may reasonably deem necessary in obtaining the full benefits of the Term Loan Agreement, the Other Documents, and of the rights and powers therein granted (including, without limitation, the assignment and transfer of the Assigned Security Interest and each of the filings, registrations and recordations relating thereto).

Section 2.6 Notices. The parties acknowledge on and after the Effective Date the notice provisions of Section 15.6 of the Term Loan Agreement with respect to the Agent shall be amended by deleting clause (A) thereof and inserting in lieu thereof the following:

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"(A) If to Agent at:

Frontenac Company, LLC
135 S. LaSalle Street, Suite 3800
Chicago, IL 60603-4131
Attention: Ron Kuehl
Telephone: (312) 759-7330
Facsimile: (312) 368-9520

With a copy to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Tracie B. Harris
Telephone: (312) 558-7955
Facsimile: (312) 558-5700".

SECTION 3.

REPRESENTATIONS AND WARRANTIES

Section 3.1 Certain Representations and Warranties. Each of the undersigned parties hereto hereby represents and warrants as follows:

(i) Such Person is duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate or limited liability company power and authority to enter into and perform its obligations under this Agreement.

(ii) The execution, delivery and performance by such Person of this Agreement have been duly authorized by all necessary action on the part of such Person.

(iii) This Agreement has been duly executed and delivered by such Person.

SECTION 4.

EFFECTIVENESS OF AGREEMENT; MISCELLANEOUS

Section 4.1 Conditions. This Agreement shall be and become effective as of the Effective Date upon (a) execution and delivery of this Agreement by each of the Borrower, the Lenders and other parties hereto and (b) receipt by the Existing Agent of payment by Borrower of all outstanding Obligations owing to the Existing Agent.

Section 4.2 Headings. Section, subsection and other headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 4.3 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such

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prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 4.4 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns, and nothing herein or in any other agreement executed or delivered in connection herewith is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Term Loan Agreement or any Other Document.

Section 4.5 Conflict with Other Agreements. The parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of the Term Loan Agreement or any Other Documents, the provisions of this Agreement shall control.

Section 4.6 GOVERNING LAW. THE PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

Section 4.7 Counterparts; Effectiveness. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4.8 Exculpatory Provisions. Except as set forth in Section 3.1, ARCC shall not be deemed by the execution and delivery of this Agreement to make any representations or warranties whatsoever as to this Agreement, the Term Loan Agreement or any Other Document or of the Indebtedness and other obligations secured thereby.

[*remainder of this page intentionally left blank*]

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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

EXISTING AGENT:

ARES CAPITAL CORPORATION

By: Michael L. Smith

Name:
Title: Michael L. Smith
Authorized Signatory

NEW AGENT:

FRONTENAC COMPANY, LLC

By: _____

Name:
Title:

TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

EXISTING AGENT:

ARES CAPITAL CORPORATION

By: _____
Name:
Title:

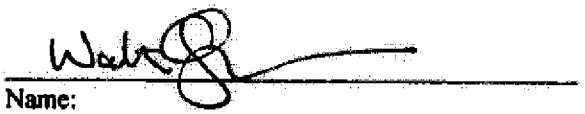
NEW AGENT:

FRONTENAC COMPANY, LLC

By: _____
Name:
Title:

TRADEMARK
REEL: 004988 FRAME: 0152

FRONTENAC IX PRIVATE CAPITAL (CAYMAN) LIMITED PARTNERSHIP
as Lender

By: 
Name:
Title:

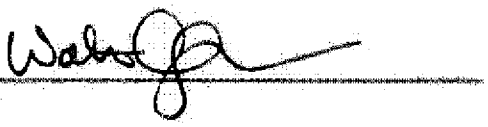
TRADEMARK
REEL: 004988 FRAME: 0153

FRONTENAC IX PRIVATE CAPITAL LIMITED PARTNERSHIP
as Lender

By: _____
Name:
Title:

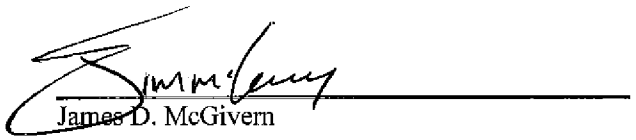
TRADEMARK
REEL: 004988 FRAME: 0154

FRONTENAC IX PRIVATE CAPITAL A LIMITED PARTNERSHIP
as Lender

By: 
Name:
Title:

TRADEMARK
REEL: 004988 FRAME: 0155

JAMES D. MCGIVERN,
as Lender



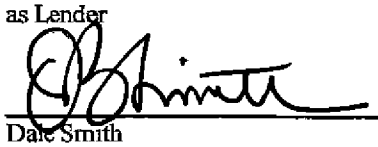
James D. McGivern

TRADEMARK
REEL: 004988 FRAME: 0156

DBB, LLC,
as Lender

By: _____
Name:
Title:

DALE SMITH,
as Lender



Dale Smith

TRADEMARK
REEL: 004988 FRAME: 0158

VICTOR PAIS
as Lender

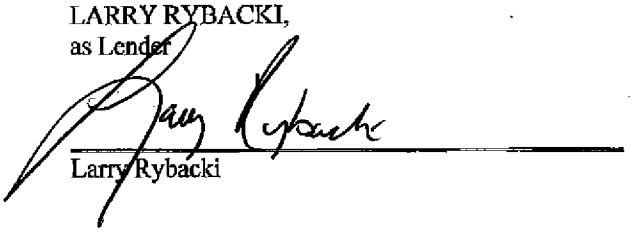
By: _____
Victor Pais

SIDDHARTH BHATTACHARJI
as Lender

By: _____
Siddharth Bhattacharji

TRADEMARK
REEL: 004988 FRAME: 0160

LARRY RYBACKI,
as Lender



Larry Rybacki

TRADEMARK
REEL: 004988 FRAME: 0161

STANFORD GOLDBLATT,
as Lender

Stanford Goldblatt

TRADEMARK
REEL: 004988 FRAME: 0162

THE GOLDBLATT FAMILY PARTNERSHIP,
as Lender

By: _____
Name: Stanford Goldblatt
Title: Trustee of the Alexandra Elizabeth Goldblatt Trust,
General Partner

TRADEMARK
REEL: 004988 FRAME: 0163

JEFF MARCUS,
as Lender

Jeff Marcus

China National Metal Products Co., Ltd.,
as Lender

By: _____
Name:
Title:

TRADEMARK
REEL: 004988 FRAME: 0165

STACY FAMILY TRUST,
as Lender

By: X Stacy Schusterman
Name: Stacy Schusterman
Title: Trustee

TRADEMARK
REEL: 004988 FRAME: 0166

HANCOCK MEZZANINE PARTNERS III, L.P.,
as Lender

By: Hancock Mezzanine Investments III, LLC, its
General Partner

By: Hancock Capital Investment Management, LLC, its
Investment Manager

By: _____
Name: Stephen J. Blewitt
Title: Senior Managing Director

TRADEMARK
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JOHN HANCOCK LIFE INSURANCE COMPANY
(U.S.A.),
as Lender

By: _____
Name: Stephen J. Blewitt
Title: Senior Managing Director

TRADEMARK
REEL: 004988 FRAME: 0168

ALLSTATE LIFE INSURANCE COMPANY,
as Lender

By: Hancock Capital Investment Management, LLC, as its Attorney in Fact

By: _____

Name: Stephen J. Blewitt
Title: Authorized Signatory

TRADEMARK
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BORROWER:

SIGMA INTERNATIONAL GROUP, INC.

By: Jeff Marcus
Name:
Title:

SG COMPANIES, INC.

By: Jeff Marcus
Name:
Title:

SIGMA CORPORATION

By: Jeff Marcus
Name:
Title:

MILAND REALTY CORP.

By: Jeff Marcus
Name:
Title:

RUSSELL PIPE & FOUNDRY COMPANY, INC.

By: Jeff Marcus
Name:
Title:

TRADEMARK
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Exhibit A

U.S. Security

Term Loan Agreement

Stock Pledge Agreement executed by SIG and SG in favor of the Existing Agent, dated as of October 10, 2007

Stock Pledge Agreement executed by Sigma in favor of the Existing Agent, dated as of March 10, 2010

Patents, Trademarks and Copyrights Security Agreement executed by Sigma in favor of the Existing Agent, dated as of October 10, 2007

Mortgage and Security Agreement, dated as of October 10, 2007, by Russell in favor of Existing Agent, and the Environmental Indemnity Agreement executed in connection thereto, dated as of October 10, 2007, by and among the Borrower and the Existing Agent

Assignment of Rents, Leases and Profits, dated as of October 10, 2007, by Russell in favor of Existing Agent

Deed of Trust with Assignment of Rents, Acceleration in Event of Sale, Security Agreement, and Fixture Filing, dated as of October 10, 2007, by Miland in favor of the Existing Agent; the Environmental Indemnity Agreement executed in connection thereto, dated as of October 10, 2007, by and among the Borrower and the Existing Agent; and the Assignment of Rents, Leases and Profits executed in connection thereto, dated as of October 10, 2007, by Miland in favor of the Existing Agent

Mortgage and Security Agreement, dated as of October 10, 2007, by Miland in favor of the Existing Agent; the Environmental Indemnity Agreement executed in connection thereto, dated as of October 10, 2007, by and among the Borrower and the Existing Agent; and the Assignment of Rents, Leases and Profits executed in connection thereto, dated as of October 10, 2007, by Miland in favor of the Existing Agent

Blocked Account Agreement, dated as of February 26, 2008, by and among PNC Bank, National Association as first lien agent, Existing Agent as second lien agent, PNC Bank, National Association as the bank and SIG and Sigma, collectively, as customer.

Landlord's Agreement, dated as of September 25, 2007, by and among Dennis R. Hanson, SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Warehouseman's Agreement, dated as of September 25, 2007, by and among United States Pipe & Foundry Company, LLC, SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Access Agreement, dated as of October 9, 2007, by and among Concord Supply, Sigma, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Warehouseman's Agreement, dated as of October 3, 2007, by and among Repco, Inc, Sigma, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

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Warehouseman's Agreement, dated as of October 2, 2007, by and among Domcast Metals, Inc., Sigma, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Warehouseman's Agreement, dated as of September 25, 2007, by and among Birmingham Fastener & Supply, Inc., SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Warehouseman's Agreement, dated as of September 26, 2007, by and among Fulton Enterprises, Inc., SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Access Agreement, dated as of October 8, 2007, by and among C&B Piping, Sigma, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Warehouseman's Agreement, dated as of September 25, 2007, by and among T. Christy Enterprises, Inc., SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Landlord's Agreement, dated as of September 25, 2007, by and among DR Central, SIG, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Landlord's Agreement, dated as of June, 2001, by and among NL Ventures VIII Askins, L.L.C., Sigma, PNC Bank, National Association as first lien agent and Existing Agent as second lien agent

Canadian Security

Second Lien Security Agreement, dated as of October 10, 2007, between Sigma and Existing Agent

Deed of Hypothec and Issue of Bonds, dated as of October 4, 2007, between Sigma and Existing Agent

Hypothec on Bonds, dated as of October 10, 2007, between Sigma and Existing Agent

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Exhibit B

Copyrights

None.

Patents

Owner	Title	Application No./Filing Date	Patent No./Issue Date	Jurisdiction
Sigma Corporation	Joint restraint assembly	11/458,200 7/18/2006	7,266,875 9/11/2007	U.S.
Sigma Corporation	Joint restraint assembly	10/637,139 8/8/2003	7,185,924 3/6/2007	U.S.
Sigma Corporation	Sleeve adapter	07/502,049 3/30/1990	5,060,986 10/29/1991	U.S.
Sigma Corporation	Sleeve adapter	07/281,101 12/7/1988	4,976,457 12/11/1990	U.S.

Trademarks

Owner	Mark	Serial No./Filing Date	Reg. No./Reg.Date	Jurisdiction
Sigma Corporation	ONE-LOK	77/239,449 7/26/2007	N/A	U.S.
Sigma Corporation	ZIP FLANGE	73/767,429 12/5/1988	1,548,857 7/25/1989	U.S.
Sigma Corporation	OMNI* SLEEVE	73/792,678 4/10/1989	1,565,457 11/14/1989	U.S.

Exhibit C

NEW BOND

TRADEMARK
REEL: 004988 FRAME: 0174

C A N A D A **PROVINCE OF QUÉBEC**

SIGMA CORPORATION
(*a corporation formed under the laws of New Jersey*)

BOND

No. 3 **Cdn$50,000,000**

SIGMA CORPORATION (hereinafter called "**Sigma**"), for value received, promises to pay on demand to **FRONTENAC COMPANY, LLC**, in its capacity as agent (hereinafter called the "**Agent**"), or its registered assigns, at 135 S. LaSalle Street, Suite 3800, Chicago, Illinois, 60603-4131 upon presentation and surrender thereat of this Certificate, the sum of Fifty Million Canadian Dollars (Cdn$50,000,000) and to pay interest thereon on demand, from October 10, 2007 until the actual date of payment, at the same address and in like money, at a rate equal to twenty-five percent (25%) per annum, calculated annually, plus interest on all overdue interest, calculated daily at the same rate, from its due date until the actual date of payment.

The Bond represented by this Certificate is issued under a deed of hypothec and issue of bonds dated October 4, 2007, between Ares Capital Corporation, as *Fondé de pouvoir* for the Bondholders for all purposes of Article 2692 of the Civil Code of Québec, and to which Frontenac Company, LLC has succeeded as *Fondé de pouvoir* for the Bondholders for all purposes of Article 2692 of the Civil Code of Québec (the "**Trustee**") and Sigma, as same may be amended, restated, supplemented or otherwise modified from time to time (the "**Deed of Hypothec**"); reference is hereby made to the Deed of Hypothec and to any deed supplemental thereto, as the case may be, for the terms and conditions upon and subject to which the Bond represented by this Certificate is issued and held and for the nature and extent of the security thereof.

The total principal nominal value of Bonds authorized to be issued under the Deed of Hypothec from time to time is limited to Fifty Million Canadian Dollars (Cdn$50,000,000). All Bonds at any time outstanding under the Deed of Hypothec rank *pari passu* and are equally and ratably secured.

The Bond represented by this Certificate is subject to the terms and conditions of the Deed of Hypothec to all of which the holder of this Certificate by his acceptance hereof assents, shall be hypothecated pursuant to a hypothec on bonds to be executed as of the date hereof by Sigma and the Agent and is governed by the laws of the Province of Québec.

The Bond represented by this Certificate shall be certified by the *Fondé de pouvoir* for the time being under the Deed of Hypothec.

This Bond may be transferred by the Agent only to a successor agent appointed under and in accordance with the provisions of the Credit Agreement.

TRADEMARK
REEL: 004988 FRAME: 0175

Capitalized terms used and not otherwise defined herein have the meaning ascribed thereto in the Deed of Hypothec.

[*signature page follows*]

TRADEMARK
REEL: 004988 FRAME: 0176

IN WITNESS WHEREOF, Sigma Corporation has caused the Bond represented by this Certificate to be signed by its authorized representative and to be dated the _____ day of February Two Thousand and Thirteen (2013).

SIGMA CORPORATION

by: _____
Authorized Representative

FONDÉ DE POUVOIR'S CERTIFICATE

The Bond represented by this Certificate is a Bond issued under the Deed of Hypothec within mentioned.

Date of Certification: February _____, 2013

FRONTENAC COMPANY, LLC

by: _____
Authorized Representative

FORM OF TRANSFER

For value received _____, by these presents cedes and transfers to _____ the Bond represented by this Certificate with full power of substitution, as well as its rights in the principal amount and outstanding interest on the said Bonds and irrevocably appoints _____ as its attorney to complete the transfer on the books of Sigma maintained by the Trustee pursuant to the Deed of Hypothec.

Dated _____ , 20___.

Signed by:

_____ _____
Witness

#10917424
RECORDED: 03/22/2013
TRADEMARK
REEL: 004988 FRAME: 0177