TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VEYANCE TECHNOLOGIES, INC.		03/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, AS ADMINISTRATIVE AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 130

Property Type	Number	Word Mark
Registration Number:	4264752	HARVEST
Registration Number:	4264714	FORTRESS
Registration Number:	4043116	ETHAN-ALL
Registration Number:	3151980	UNI-CRIMP
Registration Number:	3235279	RAIDER
Registration Number:	3118288	PERMA-CRIMP
Registration Number:	3136983	ULTRA-CRIMP
Registration Number:	3065989	EXSTATIC
Registration Number:	3100665	VERSIFLO
Registration Number:	3098061	SUPER TORQUE PD
Registration Number:	3028908	GREEN HORNET
Registration Number:	3628942	EASYRIDER
Registration Number:	3416136	ARMORLUG
Registration Number:	3327786	COOL CLIP
		TDADEMARK

REEL: 004999 FRAME: 0602

TRADEMARK

Registration Number:	3196899	MINE QUEST
Registration Number:	3252550	DEFENDER
Registration Number:	3148764	SPIRAFLOW
Registration Number:	3252310	DUAL-GRIP
Registration Number:	3178080	FIELD-GRIP
Registration Number:	3018759	HAWK PD
Registration Number:	2983200	
Registration Number:	2936387	PATHFINDER
Registration Number:	2984105	DESERT
Registration Number:	2982105	ARCTIC
Registration Number:	2935171	PATHFINDER
Registration Number:	2813197	GLOBAL X
Registration Number:	2778013	PLICORD DIVERSIFLEX
Registration Number:	2730816	ACCULINEAR
Registration Number:	2783165	WHITEHAWK PD
Registration Number:	4067574	FUTURA
Registration Number:	3970943	VEYANCE
Registration Number:	3970942	
Registration Number:	3904803	PLICORD HYDROVATOR
Registration Number:	3868012	FALCON HTC
Registration Number:	3688229	PYROSYN
Registration Number:	3819007	LPG DELIVERY PRO
Registration Number:	3712666	CORD GUARD
Registration Number:	3740467	
Registration Number:	3680406	VEYANCE
Registration Number:	2664207	TENSIONRITE
Registration Number:	2669916	TENSIONRITE
Registration Number:	2644037	SURVIVOR
Registration Number:	2636538	COAL QUEST
Registration Number:	2522182	INSTA COUPLE
Registration Number:	2509691	LIGHTRAC
Registration Number:	2514764	
Registration Number:	2504119	AUTOGRIP
Registration Number:	2740737	ARCTIC TRACK
Registration Number:	2492651	WOOD SAWYER CONVEYOR BELTING
<u> </u>	11	TRADEMARK

	2492437	BRIGADE
Registration Number:	2718442	ALPHASYN
Registration Number:	2450085	VIPER
Registration Number:	2488849	TORRIDAIR
Registration Number:	2391529	GALVANATOR
Registration Number:	2190721	FRESH START
Registration Number:	2330064	WOOD SAWYER
Registration Number:	2042042	GAUNTLET
Registration Number:	2080285	HIBREX
Registration Number:	2120442	PLIOGUARD
Registration Number:	2029021	PLYLON PLUS
Registration Number:	2008528	WHITEWATER
Registration Number:	2053410	ALLCRETE
Registration Number:	2058109	SOLAR-SHIELD
Registration Number:	1992149	SAFLEX
Registration Number:	1951236	AMBASSADOR
Registration Number:	2022516	HI-PER
Registration Number:	2032752	ARMA
Registration Number:	1893129	NUTRIFLO
Registration Number:	1995879	MILEAGE MAKER
Registration Number:	1853078	ARTRAC
Registration Number:	1831088	VERTI-GRIP
Registration Number:	1848561	TRACKMAN
Registration Number:	1889154	GREEN SEAL
Registration Number:	1850209	AGRI-TORQUE
Registration Number:	1756465	HI-PERFORMANCE PD
Registration Number:	1640484	WINEFLEX
Registration Number:	1207235	CHEMRIN
Registration Number:	1166435	SUPER TORQUE PD
Registration Number:	1152146	SUPER-CUSHION
Registration Number:	1594224	GALAXY
Registration Number:	1591712	RMV
Registration Number:	1649937	SPRINGRIDE
Registration Number:	1565926	SURELINE
Registration Number:	1587803	FLEXDOCK
<u> </u>	П	TRADEMARK

	1588870	DESERT FOX
Registration Number:	1556831	WINELINE
Registration Number:	1556830	BREWLINE
Registration Number:	1487568	SPIRAFLEX
Registration Number:	1484050	MATCHMAKER
Registration Number:	1364487	CHEM-ACID
Registration Number:	1364483	
Registration Number:	1354043	GORILLA
Registration Number:	1243529	MATCHMAKER
Registration Number:	1229289	SENSOR GUARD
Registration Number:	1193589	FRESH START
Registration Number:	1083970	PLIOVIC
Registration Number:	1078426	НҮ-Т
Registration Number:	1059009	TORQUE TEAM PLUS
Registration Number:	1045293	FLEXSTEEL
Registration Number:	1014691	ARCTIC FLEXWING
Registration Number:	1011539	ARCTIC ORTAC
Registration Number:	999565	THERMO-CHEM
Registration Number:	740035	FLEXWING
Registration Number:	927322	PLICORD
Registration Number:	987374	ORS-CHEMIVIC
Registration Number:	987860	INSTA POWER
Registration Number:	916288	INSTAFIND
Registration Number:	901009	TOTAL BELT SERVICE
Registration Number:	868994	TORQUE-FLEX
Registration Number:	865756	STACKER
Registration Number:	858268	PYROFLEX
Registration Number:	863142	NEOTHANE
Registration Number:	857917	DUAL PD
Registration Number:	861675	TORQUE TEAM
Registration Number:	836730	SUPER ORTAC
Registration Number:	812176	GLIDE
Registration Number:	804896	SUPER-CUSHION
Registration Number:	781766	PLYLON
Registration Number:	755507	FLEXTRA
lı	11	TRADEMARK

	11
689902	
618231	
608334	НҮ-Т
607713	FLEXSTEEL
597398	DIVERSIPIPE
571768	POLY-V
530332	ORTAC
502465	REDWING
85710888	GALAXY SLE
85621781	PALADIN
85425915	MONSTER HIDE
	618231 608334 607713 597398 571768 530332 502465 85710888 85621781

CORRESPONDENCE DATA

Fax Number: 8668265420

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

via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38523
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/08/2013

Total Attachments: 12 source=38523#page1.tif source=38523#page2.tif source=38523#page3.tif source=38523#page4.tif source=38523#page5.tif source=38523#page6.tif source=38523#page7.tif source=38523#page8.tif source=38523#page9.tif source=38523#page10.tif source=38523#page11.tif source=38523#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated March 8, 2013, is among the Persons listed on the signature pages hereof (collectively, the "Grantors") and Credit Suisse AG, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EPD Holdings, Inc., a Delaware corporation, and Veyance Technologies, Inc., a Delaware corporation, have entered into the Credit Agreement dated as of March 8, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated March 8, 2013, among the Grantors and the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

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

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "<u>Collateral</u>"):

- (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 (<u>provided</u> 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");

Intellectual Property Security Agreement

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- (iii) 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;
- (iv) 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
- (v) 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;

<u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

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 Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), 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. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. <u>Execution in Counterparts</u>. 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.

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 Administrative 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 any conflict between the terms of this IP

Intellectual Property Security Agreement

Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>Governing Law; Jurisdiction; Etc.</u> (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

- (b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE STATE, COUNTY AND CITY OF NEW YORK AND OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE UNDERSIGNED OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.
- (c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- (d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.
- (e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT

Intellectual Property Security Agreement

OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Intellectual Property Security Agreement

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

VEYANCE TECHNOLOGIES, INC.

by

Name: Benjamin J. Schlater

Title: Treasurer

[Signature Page to IP Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative

Agent

By:____

Name: Title:

John Ø. Toronto Managing Director

By:____

Name: Title:

Wei-Jen Yuan Associate

Signature Page to IP Security Agreement

Registered United States Trademarks

	Registered United States Trademarks				
Serial Number	Reg. Number	Word Mark	Owner		
85691050	4264752	HARVEST	VEYANCE Technologies, Inc.		
85661418	4264714	FORTRESS	VEYANCE Technologies, Inc.		
85103946	4043116	ETHAN-ALL	VEYANCE Technologies, Inc.		
78522764	3151980	UNI-CRIMP	VEYANCE Technologies, Inc.		
78750109	3235279	RAIDER	VEYANCE Technologies, Inc.		
78525891	3118288	PERMA-CRIMP	VEYANCE Technologies, Inc.		
78522749	3136983	ULTRA-CRIMP	VEYANCE Technologies, Inc.		
78592312	3065989	EXSTATIC	VEYANCE Technologies, Inc.		
78655743	3100665	VERSIFLO	VEYANCE Technologies, Inc.		
78651341	3098061	SUPER TORQUE PD	VEYANCE Technologies, Inc.		
78533887	3028908	GREEN HORNET	VEYANCE Technologies, Inc.		
78924785	3628942	EASYRIDER	VEYANCE Technologies, Inc.		
78910260	3416136	ARMORLUG	VEYANCE Technologies, Inc.		
78889134	3327786	COOL CLIP	VEYANCE Technologies, Inc.		
78873184	3196899	MINE QUEST	VEYANCE Technologies, Inc.		
78809597	3252550	DEFENDER	VEYANCE Technologies, Inc.		
78755348	3148764	SPIRAFLOW	VEYANCE Technologies, Inc.		
78522795	3252310	DUAL-GRIP	VEYANCE Technologies, Inc.		
78522780	3178080	FIELD-GRIP	VEYANCE Technologies, Inc.		
78443849	3018759	HAWK PD	VEYANCE Technologies, Inc.		
78415977	2983200		VEYANCE Technologies, Inc.		
78389848	2936387	PATHFINDER	VEYANCE Technologies, Inc.		
78333118	2984105	DESERT	VEYANCE Technologies, Inc.		
78333096	2982105	ARCTIC	VEYANCE Technologies, Inc.		
78389838	2935171	PATHFINDER	VEYANCE Technologies, Inc.		
78234116	2813197	GLOBAL X	VEYANCE Technologies, Inc.		
78189140	2778013	PLICORD DIVERSIFLEX	VEYANCE Technologies, Inc.		
78109494	2730816	ACCULINEAR	VEYANCE Technologies, Inc.		
78103563	2783165	WHITEHAWK PD	VEYANCE Technologies, Inc.		
77577417	4067574	FUTURA	VEYANCE Technologies, Inc.		
77513845	3970943	VEYANCE	VEYANCE Technologies, Inc.		

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		Registered United States Tr	ademarks
Serial	Reg.		
Number	Number	Word Mark	Owner
77513834	3970942		VEYANCE Technologies, Inc.
77577402	3904803	PLICORD HYDROVATOR	VEYANCE Technologies, Inc.
77538993	3868012	FALCON HTC	VEYANCE Technologies, Inc.
77538969	3688229	PYROSYN	VEYANCE Technologies, Inc.
77517614	3819007	LPG DELIVERY PRO	VEYANCE Technologies, Inc.
77369074	3712666	CORD GUARD	VEYANCE Technologies, Inc.
77307596	3740467		VEYANCE Technologies, Inc.
77272126	3680406	VEYANCE	VEYANCE Technologies, Inc.
76170782	2664207	TENSIONRITE	VEYANCE Technologies, Inc.
76158495	2669916	TENSIONRITE	VEYANCE Technologies, Inc.
76170783	2644037	SURVIVOR	VEYANCE Technologies, Inc.
76085650	2636538	COAL QUEST	VEYANCE Technologies, Inc.
76140428	2522182	INSTA COUPLE	VEYANCE Technologies, Inc.
76165212	2509691	LIGHTRAC	VEYANCE Technologies, Inc.
76114255	2514764		VEYANCE Technologies, Inc.
76164999	2504119	AUTOGRIP	VEYANCE Technologies, Inc.
76263145	2740737	ARCTIC TRACK	VEYANCE Technologies, Inc.
76170766	2492651	WOOD SAWYER CONVEYOR BELTING	VEYANCE Technologies, Inc.
76114260	2492437	BRIGADE	VEYANCE Technologies, Inc.
76109024	2718442	ALPHASYN	VEYANCE Technologies, Inc.
75775208	2450085	VIPER	VEYANCE Technologies, Inc.
75804746	2488849	TORRIDAIR	VEYANCE Technologies, Inc.
75804742	2391529	GALVANATOR	VEYANCE Technologies, Inc.
75322718	2190721	FRESH START	VEYANCE Technologies, Inc.
75164264	2330064	WOOD SAWYER	VEYANCE Technologies, Inc.
75098269	2042042	GAUNTLET	VEYANCE Technologies, Inc.
75076835	2080285	HIBREX	VEYANCE Technologies, Inc.
75076834	2120442	PLIOGUARD	VEYANCE Technologies, Inc.
75073151	2029021	PLYLON PLUS	VEYANCE Technologies, Inc.

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		Registered United States T	rademarks
Serial	Reg.		
Number	Number	Word Mark	Owner
75020179	2008528	WHITEWATER	VEYANCE Technologies, Inc.
74691629	2053410	ALLCRETE	VEYANCE Technologies, Inc.
74682068	2058109	SOLAR-SHIELD	VEYANCE Technologies, Inc.
74639323	1992149	SAFLEX	VEYANCE Technologies, Inc.
74639322	1951236	AMBASSADOR	VEYANCE Technologies, Inc.
74633925	2022516	HI-PER	VEYANCE Technologies, Inc.
74618790	2032752	ARMA	VEYANCE Technologies, Inc.
74524499	1893129	NUTRIFLO	VEYANCE Technologies, Inc.
74481721	1995879	MILEAGE MAKER	VEYANCE Technologies, Inc.
74392769	1853078	ARTRAC	VEYANCE Technologies, Inc.
74387701	1831088	VERTI-GRIP	VEYANCE Technologies, Inc.
74379459	1848561	TRACKMAN	VEYANCE Technologies, Inc.
74364986	1889154	GREEN SEAL	VEYANCE Technologies, Inc.
74359412	1850209	AGRI-TORQUE	VEYANCE Technologies, Inc.
74285883	1756465	HI-PERFORMANCE PD	VEYANCE Technologies, Inc.
74072126	1640484	WINEFLEX	VEYANCE Technologies, Inc.
73315773	1207235	CHEMRIN	VEYANCE Technologies, Inc.
73257074	1166435	SUPER TORQUE PD	VEYANCE Technologies, Inc.
73196020	1152146	SUPER-CUSHION	VEYANCE Technologies, Inc.
73829124	1594224	GALAXY	VEYANCE Technologies, Inc.
73816879	1591712	RMV	VEYANCE Technologies, Inc.
73811287	1649937	SPRINGRIDE	VEYANCE Technologies, Inc.
73785697	1565926	SURELINE	VEYANCE Technologies, Inc.
73778664	1587803	FLEXDOCK	VEYANCE Technologies, Inc.
73778663	1588870	DESERT FOX	VEYANCE Technologies, Inc.
73770157	1556831	WINELINE	VEYANCE Technologies, Inc.
73770151	1556830	BREWLINE	VEYANCE Technologies, Inc.
73682382	1487568	SPIRAFLEX	VEYANCE Technologies, Inc.
73681065	1484050	MATCHMAKER	VEYANCE Technologies, Inc.
73533957	1364487	CHEM-ACID	VEYANCE Technologies, Inc.
73531367	1364483		VEYANCE Technologies, Inc.
73515933	1354043	GORILLA	VEYANCE Technologies, Inc.
73373438	1243529	MATCHMAKER	VEYANCE Technologies, Inc.
73321936	1229289	SENSOR GUARD	VEYANCE Technologies, Inc.
73314536	1193589	FRESH START	VEYANCE Technologies, Inc.

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		Registered United States T	rademarks
Serial	Reg.		
Number	Number	Word Mark	Owner
73128064	1083970	PLIOVIC	VEYANCE Technologies, Inc.
73120014	1078426	HY-T	VEYANCE Technologies, Inc.
73085780	1059009	TORQUE TEAM PLUS	VEYANCE Technologies, Inc.
73066375	1045293	FLEXSTEEL	VEYANCE Technologies, Inc.
73032050	1014691	ARCTIC FLEXWING	VEYANCE Technologies, Inc.
73030041	1011539	ARCTIC ORTAC	VEYANCE Technologies, Inc.
73025224	999565	THERMO-CHEM	VEYANCE Technologies, Inc.
72128428	740035	FLEXWING	VEYANCE Technologies, Inc.
72386361	927322	PLICORD	VEYANCE Technologies, Inc.
72430374	987374	ORS-CHEMIVIC	VEYANCE Technologies, Inc.
72412952	987860	INSTA POWER	VEYANCE Technologies, Inc.
72351327	916288	INSTAFIND	VEYANCE Technologies, Inc.
72325751	901009	TOTAL BELT SERVICE	VEYANCE Technologies, Inc.
72308292	868994	TORQUE-FLEX	VEYANCE Technologies, Inc.
72299980	865756	STACKER	VEYANCE Technologies, Inc.
72288302	858268	PYROFLEX	VEYANCE Technologies, Inc.
72283002	863142	NEOTHANE	VEYANCE Technologies, Inc.
72266321	857917	DUAL PD	VEYANCE Technologies, Inc.
72263055	861675	TORQUE TEAM	VEYANCE Technologies, Inc.
72245823	836730	SUPER ORTAC	VEYANCE Technologies, Inc.
72218546	812176	GLIDE	VEYANCE Technologies, Inc.
72203496	804896	SUPER-CUSHION	VEYANCE Technologies, Inc.
72189897	781766	PLYLON	VEYANCE Technologies, Inc.
72161606	755507	FLEXTRA	VEYANCE Technologies, Inc.
72071209	689902	Pol	VEYANCE Technologies, Inc.
71689623	618231	Standard Standard	VEYANCE Technologies, Inc.
71676625	608334	HY-T	VEYANCE Technologies, Inc.
71666278	607713	FLEXSTEEL	VEYANCE Technologies, Inc.
71661433	597398	DIVERSIPIPE	VEYANCE Technologies, Inc.
71631816	571768	POLY-V	VEYANCE Technologies, Inc.
71578014	530332	ORTAC	VEYANCE Technologies, Inc.
71528451	502465	REDWING	VEYANCE Technologies, Inc.

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Pending United States Trademark Applications

Serial Number	Word Mark	Owner
85710888	GALAXY SLE	VEYANCE Technologies, Inc.
85621781	PALADIN	VEYANCE Technologies, Inc.
85425915	MONSTER HIDE	VEYANCE Technologies, Inc.

Trademark Licenses

Trademark License Agreement by and between The Goodyear Tire & Rubber Company, as licensor, and the Borrower, as licensee, dated July 31, 2007.

Borrower and certain of its Subsidiaries have entered into license agreements regarding the use of trademarks by such Subsidiaries.

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RECORDED: 04/08/2013