TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Short Form Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UTEX Industries, Inc.		04/10/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 N. Tryon Street
Internal Address:	Mail Code NC1-007-17-15
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2732581	CHEMTEX
Registration Number:	2643745	EZESEAL
Registration Number:	2257488	GENESIS
Registration Number:	1656602	LIBERATOR
Registration Number:	2202027	SUPER GOLD
Registration Number:	3576696	SUPERTEX
Registration Number:	1499566	TEXLOK
Registration Number:	1795610	UNILITE
Registration Number:	2031037	U-PAK
Registration Number:	0563597	URON
Registration Number:	0966073	UTEX
Registration Number:	1033371	UTEX
Registration Number:	2197741	UTEX

OP $340.00 2732581

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Phone: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	049268-0026
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/atk/
Date:	04/10/2013

Total Attachments: 7

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FIRST LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of April 10 2013, (this "**Agreement**"), among UTEX INDUSTRIES, INC., a Texas corporation and DURAQUEST, INC., a Texas corporation (the "**Grantors**" and each a "**Grantor**"), and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the First Lien Security Agreement dated as of April 10, 2013 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among UTEX HOLDING, INC., a Delaware corporation ("**Parent**"), RSH GAMMA HOLDINGS CORP., a Delaware corporation (the "**Initial Borrower**"), UTEX INDUSTRIES, INC., a Texas corporation (as assignee of the Initial Borrower's rights and obligations hereunder on the Closing Date pursuant to the terms of the Borrower Assignment Agreement, the "**Borrower**"), the subsidiaries of Parent from time to time party thereto and the Collateral Agent and (b) the First Lien Credit Agreement dated as of April 10, 2013 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the "**Credit Agreement**"), among the Borrower, Parent, the other Guarantors from time to time party thereto, the Collateral Agent, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer, each lender from time to time party thereto (collectively, the "**Lenders**" and individually, a "**Lender**") and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by each Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the "**Trademarks**"), and

(b) all goodwill associated with or symbolized by the Trademarks

excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

UTEX INDUSTRIES, INC.,
as a Grantor

By: _____
Name: Pete T. Sanchez
Title: Chief Financial Officer & Treasurer

DURAQUEST, INC.,
as a Grantor

By: _____
Name: Pete T. Sanchez
Title: Chief Financial Officer & Treasurer

TRADEMARK
REEL: 005003 FRAME: 0099

BANK OF AMERICA, N.A.,
as Collateral Agent,

By: _____
Name: Alysa Trakas
Title: Director

[Signature Page to First Lien Trademark Short Form Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

Trademarks

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Owner
CHEMRITE	Canada	0806609 3/11/1996	TMA509965 3/25/1999	Utex Industries, Inc.
CHEMRITE	Mexico	256855 3/12/1996	908773 11/22/2005	Utex Industries, Inc.
CHEMRITE	Mexico	256856 3/12/1996	642842 2/24/2000	Utex Industries, Inc.
CHEMRITE	Mexico	256857 3/12/1996	642843 2/24/2000	Utex Industries, Inc.
CHEMTEX	US	76037730 5/1/2000	2732581 7/1/2003	Utex Industries, Inc.
DURAQUEST	US	74080059 7/20/1990	1651341 7/23/1991	DuraQuest, Inc.
EZESEAL	Mexico	453765 10/19/2000	721366 10/31/2001	Utex Industries, Inc.
EZESEAL	US	76030205 4/18/2000	2643745 10/29/2002	Utex Industries, Inc.
GENESIS	Canada	0834539 1/24/1997	TMA499525 8/27/1998	Utex Industries, Inc.
GENESIS	Mexico	285034 1/24/1997	551267 6/25/1997	Utex Industries, Inc.
GENESIS	US	75139703 7/25/1996	2257488 6/29/1999	Utex Industries, Inc.
LIBERATOR	US	74032999 2/27/1990	1656602 9/10/1991	Utex Industries, Inc.
SMOOTHAMMER	US	74450498 10/25/1993	1932090 10/31/1995	DuraQuest, Inc.
SMOOTHDRILL	US	73836540 11/6/1989	1616426 10/9/1990	DuraQuest, Inc.

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Owner
SMOOTHDRIVE	US	78751406 11/10/2005	3401764 3/25/2008	DuraQuest, Inc.
SUPER GOLD	Canada	0849855 7/4/1997	TMA534263 10/10/2000	Utex Industries, Inc.
SUPER GOLD	US	75221739 1/6/1997	2202027 11/3/1998	Utex Industries, Inc.
SUPERTEX	US	77038820 11/7/2006	3576696 2/17/2009	Utex Industries, Inc.
TEXLOK	US	73667532 6/22/1987	1499566 8/9/1988	Utex Industries, Inc.
U PAK	CTM	194498 4/1/1996	194498 12/17/1998	Utex Industries, Inc.
UNILITE	US	74292387 7/7/1992	1795610 9/28/1993	Utex Industries, Inc.
U-PAK	Australia	704259 3/11/1996	704259 3/11/1996	Utex Industries, Inc.
U-PAK	Canada	0796216 10/31/1995	TMA488939 2/2/1998	Utex Industries, Inc.
U-PAK	Indonesia	D 002006001685 4/1/1996	377410/ 8/4/1997	Utex Industries, Inc.
U-PAK	Mexico	257341 3/18/1996	626486 9/30/1999	Utex Industries, Inc.
U-PAK	US	74667855 5/1/1995	2031037 1/14/1997	Utex Industries, Inc.
URON	US	71612425 4/9/1951	0563597 9/2/1952	Utex Industries, Inc.
UTEX	Canada	0852824 8/6/1997	TMA505004 12/3/1998	Utex Industries, Inc.
UTEX	CTM	662411 10/28/1997	662411 11/5/1999	Utex Industries, Inc.
UTEX	Mexico	306467 9/2/1997	567534 12/18/1997	Utex Industries, Inc.
UTEX	Mexico	306468 9/2/1997	560576 9/30/1997	Utex Industries, Inc.

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Owner
U-PAK	Morocco	59734 5/28/1996	59734/ 6-5-1996	Utex Industries, Inc.
UTEX	Tangier	11.221 6/27/1996	11.221 / 7-11-1997	Utex Industries, Inc.
UTEX	Tunisia	EE960461 4/17/1996	(pending)	Utex Industries, Inc.
UTEX	US	72422014 4/20/1972	0966073 8/14/1973	Utex Industries, Inc.
UTEX	US	72459753 6/21/1973	1033371 2/10/1976	Utex Industries, Inc.
UTEX	US	75326862 7/18/1997	2197741 10/20/1998	Utex Industries, Inc.

Pending Trademark Applications

Mark	Country	App. No. / Filing Date	Reg. No. / Reg. Date	Owner
BLACK MAMBA	US	85/782,560 11/19/2012		Utex Industries, Inc.
XLH	US	85/782,555 11/19/2012		Utex Industries, Inc.