

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |  |                                     |
|---|--|--|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                             |  |                                     |
| NATURE OF CONVEYANCE:   | Assignment of Trademark Security Agreement |  |                                     |
| CONVEYING PARTY DATA  |  |  |                                     |
| Name  | Formerly                                   | Execution Date                         | Entity Type                         |
| Aerial Fortune Limited  |  | 03/22/2013                             | CORPORATION: BRITISH VIRGIN ISLANDS |
| RECEIVING PARTY DATA  |  |  |                                     |
| Name:   | Wilmington Trust, National Association     |  |                                     |
| Street Address:   | 50 South Sixth Street, Suite 1290          |  |                                     |
| City:   | Minneapolis                                |  |                                     |
| State/Country:  | MINNESOTA                                  |  |                                     |
| Postal Code:  | 55402                                      |  |                                     |
| Entity Type:  | National Association: UNITED STATES        |  |                                     |
| PROPERTY NUMBERS Total: 7   |  |  |                                     |
| Property Type   | Number                                     | Word Mark                              |                                     |
| Registration Number:  | 3996247                                    | SAFE-GUARD                             |                                     |
| Registration Number:  | 3996246                                    | SAFE-GUARD                             |                                     |
| Registration Number:  | 3904179                                    | SAFE-GUARD                             |                                     |
| Registration Number:  | 4005642                                    | SAFE-GUARD PRODUCTS INTERNATIONAL, LLC |                                     |
| Registration Number:  | 4005641                                    | SAFE-GUARD PRODUCTS INTERNATIONAL, LLC |                                     |
| Registration Number:  | 4005639                                    | SAFE-GUARD PRODUCTS INTERNATIONAL, LLC |                                     |
| Registration Number:  | 4099823                                    | SAFE-DRIVE                             |                                     |
| CORRESPONDENCE DATA   |  |  |                                     |
| Fax Number:   | 3122512174                                 |  |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |  |                                     |
| Phone:  | 312-368-4000                               |  |                                     |
| Email:  | ch.tm@dlapiper.com                         |  |                                     |
| Correspondent Name:   | Tracy L. Zawaski, DLA Piper LLP (US)       |  |                                     |
| Address Line 1:   | P.O. Box 64807                             |  |                                     |

Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER:

Tracy Z. Zawaski

Signature:

/Tracy L. Zawaski/

Date:

04/17/2013

Total Attachments: 4

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## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT is dated as of March 22, 2013 (this "Assignment Agreement") between AERIAL FORTUNE LIMITED, as collateral agent ("Assignor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor collateral agent ("Assignee").

WHEREAS, GUARD HOLDING CORP. (the "Parent"), SG ACQUISITION, INC. (successor-by-merger to GUARD ACQUISITION CORP.) (the "Borrower"), SAFE-GUARD PRODUCTS INTERNATIONAL, LLC ("Grantor"), certain financial institutions party thereto from time to time (the "Lenders"), and Assignor, in its capacity as Administrative Agent and Collateral Agent for the Lenders, entered into that certain Second Lien Credit Agreement ("Loan Agreement"), and that certain Second Lien Intellectual Property Security Agreement ("IP Security Agreement"), each dated as of December 21, 2012;

WHEREAS, pursuant to the terms of the IP Security Agreement, Grantor and Assignor entered into that certain Second Lien Trademark Short Form Security Agreement ("Trademark Security Agreement"), dated as of December 21, 2012, which was recorded with the United States Patent and Trademark Office on December 26, 2012 at Reel/Frame 4929/0251, and which is applicable to the Trademark Collateral, including the Trademark Registrations and Applications listed on Schedule I hereto;

WHEREAS, the Assignor is resigning as Administrative Agent and Collateral Agent under the Loan Agreement as of March 22, 2013, and the Required Lenders (as defined in the Loan Agreement) are appointing Assignee to act as the successor Administrative Agent and as successor Collateral Agent under the Loan Agreement and the other Loan Documents pursuant to that certain Successor Agent Agreement, dated March 22, 2013;

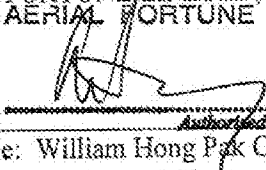
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Terms:** Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meaning as specified in the Trademark Security Agreement.
2. **Assignment:** Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest as Collateral Agent in, to and under the IP Security Agreement, Trademark Security Agreement and Trademark Collateral.
3. **Acceptance of Assignment:** Assignee hereby accepts the foregoing assignment, transfer and conveyance of Assignor's right, title and interest in, to and under the IP Security Agreement, Trademark Security Agreement and Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first written above.

AERIAL FORTUNE LIMITED, as Assignor  
AERIAL FORTUNE LIMITED

By:   
Name: William Hong Pak Cheung  
Title: Authorised Signature

[Signature Page to Trademark Assignment]

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Assignee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



Jeffrey Rose

Vice President

**SCHEDULE I**  
**Trademark Registrations and Applications**

| Mark   | Registration/Application Number | Country | Owner                                  |
|--|---------------------------------|---------|--|
| SAFE-GUARD   | 3996247                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD   | 3996246                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD   | 3904179                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD PRODUCTS<br>INTERNAIONAL,<br>LLC (and Design) | 4005642                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD PRODUCTS<br>INTERNAIONAL,<br>LLC (and Design) | 4005641                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD PRODUCTS<br>INTERNAIONAL,<br>LLC (and Design) | 4005639                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-DRIVE   | 4099823                         | U.S.    | Safe-Guard Products International, LLC |
| SAFE-GUARD   | 1523927-00                      | Canada  | Safe-Guard Products International, LLC |
| SAFE-GUARD<br>(and Design)                               | 1523936-00                      | Canada  | Safe-Guard Products International, LLC |
| SAFE-GUARD   | 128888                          | Mexico  | Safe-Guard Products International, LLC |