

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alex C. Ferguson, LLC		04/26/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	First Niagara Bank, N.A.		
Street Address:	726 Exchange Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14210		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0957445	AFCO	
Registration Number:	3873872	MICRO-CLEAR	
Registration Number:	3334067	PERASAFE	
Registration Number:	3799535	W	
Registration Number:	3673504	WYANDOTTE	
Registration Number:	3755154	WYANDOTTE	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry		
Address Line 1:	One Logan Square		
Address Line 2:	Eighth Floor		

OP \$165.00 0957445

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 138688-01007

NAME OF SUBMITTER: David M. Perry

Signature: /David M. Perry/

Date: 04/26/2013

Total Attachments: 10

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of April 26, 2013 by **ALEX C. FERGUSSON, LLC**, a Pennsylvania limited liability company ("Grantor"), in favor of **FIRST NIAGARA BANK, N.A.**, as Agent for itself and the Lenders ("Secured Party") under the Credit Agreement referred to below.

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of the date hereof, among Grantor, as borrower, the other Borrowers (as defined therein) party thereto, First Niagara Bank, N.A., as Agent and as a Lender (as defined therein), and the other Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrower by Administrative Agent and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof among Grantor, the other Borrowers and Secured Party (as amended, restated, modified or supplemented from time to time, the "Security Agreement"), Grantor has granted to Agent a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent and hereby reaffirms its grant pursuant to the Security Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each now owned or hereafter acquired trademark, trademark application, patent and patent application, including, without limitation, those listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent (as applicable), or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber (other than Permitted Liens) its rights and interest in the Trademarks or Patents without prior written consent of Secured Party.

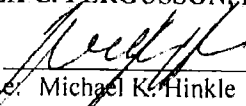
4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademark registrations, trademark applications, material unregistered trademarks, patents and patent applications owned or registered to Grantor.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALEX C. FERGUSSON, LLC

By: 
Name: Michael K. Hinkle
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above

FIRST NIAGARA BANK, N.A.

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ALEX C. FERGUSSON, LLC

By: _____
Name: Michael K. Hinkle
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above

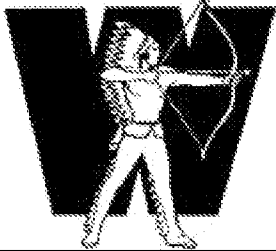


FIRST NIAGARA BANK, N.A.

By: 
Name: John L. Atkinson
Title: First Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
AFCO	957,445	4/17/1973	4/17/2023
MICRO-CLEAR	3,873,872	11/9/2010	11/9/2016
PERASAFE	3,334,067	11/13/2007	11/13/2013
	3,799,535	6/8/2010	6/8/2016
	3,673,504	8/25/2009	8/25/2015
	3,755,154	3/2/2010	3/2/2016

PATENT REGISTRATIONS

None.

SCHEDULE - 1

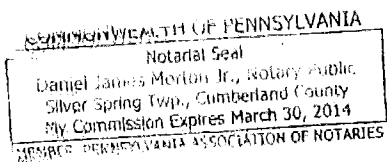
TRADEMARK
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COMPANY ACKNOWLEDGMENT

Commonwealth of Pennsylvania)
Cumberland : SS)
County)

This instrument was acknowledged before me on the 25th day of April, 2013, by Michael K. Hinkle, as President and CEO of Alex C. Fergusson, LLC

[Seal]



[Signature]

Daniel James Morton Jr.
Notary Public, State of *Pennsylvania*
My commission expires on *03/30/2014*

[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

ALEX C. FERGUSSON, LLC, a Pennsylvania limited liability company (the "Grantor"), hereby authorizes **FIRST NIAGARA BANK, N.A.**, as Agent for itself and the Lenders ("Secured Party") under that certain Credit Agreement dated as of the date hereof, among Grantor, the other Borrowers (as defined therein) party thereto, Secured Party and the other Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), during the continuance of an Event of Default (as defined in the Credit Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Secured Party to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Secured Party dated as of the date hereof (as amended, restated, supplemented, modified or replaced from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Secured Party to use or exercise any rights granted herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

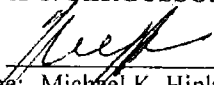
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement and other Loan Documents.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Credit Agreement and the other Loan Documents.

This Power of Attorney is coupled with an interest and shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of this ___
day of April, 2013

ALEX C. FERGUSON, LLC

By: 
Name: Michael K. Hinkle
Title: President and CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

TRADEMARK
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