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
ARGOSY INVESTMENT PARTNERS III, L.P.		105/24/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	DAN-LOC, LLC	
Street Address:	725 North Drennan	
City:	Houston	
State/Country:	TEXAS	
Postal Code:	77003	
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1756432	D
Registration Number:	2026929	DAN-LOC
Registration Number:	2015702	DAN-LOC
Registration Number:	3513530	TUFFCOR
Registration Number:	3483748	DAN-LOC EXPRESS
Serial Number:	85620934	PURCOR
Serial Number:	85620956	Р

CORRESPONDENCE DATA

Fax Number: 9736247070

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

via US Mail.

Phone: 973-622-4444

Email: rsmith@mccarter.com, kknoll@mccarter.com

Correspondent Name: Robert W. Smith, Esq.

Address Line 1: McCarter & English, LLP

TRADEMARK REEL: 005040 FRAME: 0657 1756432

CH \$190,00

900256990

Address Line 2: 100 Mulberry Street, 4 Gateway Center Address Line 4: Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	115245-00001	
NAME OF SUBMITTER:	Robert W. Smith	
Signature:	/Robert W. Smith/	
Date:	06/04/2013	
Total Attachments: 7 source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page1.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page2.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page3.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page4.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page5.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page6.tif source=B 11 Intellectual Property Security Agreement (05-24-2013) (executed)#page7.tif		

THIS INSTRUMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR DEBT, AS DEFINED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 9, 2007, AS AMENDED, AND AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE "INTERCREDITOR AGREEMENT"), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE INTERCREDITOR AGREEMENT.

MAY 2013 INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 24, 2013 by and between **ARGOSY INVESTMENT PARTNERS III, L.P.**, a Delaware limited partnership, individually and as agent ("Secured Party"), and **DAN-LOC, LLC**, a Delaware limited liability company ("Grantor").

RECITALS

WHEREAS, concurrently herewith, Grantor, Argosy Investment Partners III, L.P. ("Argosy"), Lewis & Clark Private Equities, L.P. ("Lewis & Clark"), Thomas C. Connolly ("Connolly") and such other purchasers of May 2013 Notes (as defined herein) as may become a party to the Purchase Agreement (as defined herein) after the date hereof (the "Additional Purchasers"; and together with Argosy, Lewis & Clark and Connolly, individually a "Purchaser" and collectively the "Purchasers") are entering into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Purchase Agreement") pursuant to which, among other things, Argosy, Lewis & Clark and Connolly are purchasing notes in the aggregate principal amount of Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00) (as amended, restated or otherwise modified from time to time, the "May 2013 Notes"); and

WHEREAS, the obligations of Grantor under the May 2013 Notes and under the Purchase Agreement as they relate to the indebtedness evidenced by the May 2013 Notes (the "<u>Liabilities</u>") are secured in accordance with the terms of a Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time the "<u>Security</u> Agreement"); and

WHEREAS, its is a condition precedent to Purchasers' performance of their obligations under the Purchase Agreement that Grantor execute this Intellectual Property Security Agreement; and

WHEREAS, the Grantor obtained senior financing from PNC Bank, National Association ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in the Intercreditor and Subordination Agreement dated on or about the date hereof to which the Senior Lender, Grantor and Purchasers are parties (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement"); and

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WHEREAS, the security interests granted by the Grantor to Secured Party hereunder are intended to be senior in all respects to the security interests granted by the Grantor to Secured Party pursuant to the Intellectual Property Security Agreement dated February 9, 2007 and the Intellectual Property Security Agreements dated June 4, 2009 and December 21, 2009;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Liabilities, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Grantor's payment and performance of the Liabilities, the Grantor hereby grants and pledges to Secured Party for its benefit and the ratable benefit of each Purchaser a security interest in all of Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the other Security Documents (as defined in the Purchase Agreement) and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein, in the Security Agreement, in the other Security Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Security Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder Of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	Grantor:
Dan-Loc, LLC 725 North Drennan Houston, Texas 77003	By: Moffee Comos Name: Thomas C Convolution Title: Plas Cbo CHAIN
Address of Secured Party:	Secured Party:
Argosy Investment Partners III, L.P. 950 West Valley Road Suite 2900	Argosy Investment Partners III, L.P., individually and as Agent
Wayne, Pennsylvania 19087	By: Argosy Associates III, L.P., its general partner
	By: Argosy Associates III, Inc., its general partner
	By:
	Name:
	Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:	Grantor:
Dan-Loc, LLC 725 North Drennan Houston, Texas 77003	Dan-Loc, LLC
Houston, Toxas 77005	By:
	Name:
	Title:
Address of Secured Party:	Secured Party:
Argosy Investment Partners III, L.P. 950 West Valley Road Suite 2900	Argosy Investment Partners III, L.P., individually and as Agent
Wayne, Pennsylvania 19087	By: Argosy Associates III, L.P., its general partner
	By: Argosy Associates III, Inc., its general partner
	Book Cant Sinter
	Name: John P. Kirwin, III
	Title: Vice President

EXHIBIT A

Copyrights

None

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EXHIBIT B

Patents

None

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EXHIBIT C

Trademarks

	Registration	Issuer	Expiration	Description
1	1,756,432	United States Patent and Trademark Office	March 9, 2023	"D"
2	2,026,929	United States Patent and Trademark Office	December 31, 2016	DAN-LOC
3	2,015,702	United States Patent and Trademark Office	November 12, 2016	DAN-LOC
4	3,513,530	United States Patent and Trademark Office	October 7, 2018	TUFFCOR
5	3,483,748	United States Patent and Trademark Office	August 12, 2018	DAN-LOC EXPRESS
6	85/620,934	United States Patent and Trademark Office	Pending application; filed May 9, 2012; allowed December 4, 2012	PURCOR
7	85/620,956	United States Patent and Trademark Office	Pending application; filed May 9, 2012; allowed December 4, 2012	P & Design

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RECORDED: 06/04/2013