

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
WORDLOCK, INC.		07/08/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3263251	WORDLOCK	
Registration Number:	3648794	WORDLOCK	
Registration Number:	4147078	WORDLOCK	
Registration Number:	4142914	USE WORDS NOT NUMBERS	
Registration Number:	4135942	WL	
Registration Number:	4067771	IN A WORD: SECURE	
Registration Number:	3617462	EASY TO SET-NEVER FORGET	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		

OP \$190.00 3263251

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 3630.149

NAME OF SUBMITTER: Nancy Brougher

Signature: /njb/

Date: 07/10/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of July 8, 2013, among WORDLOCK, INC., a California corporation ("Grantor") in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 3, 2012, among Howard Berger Co. LLC, a Delaware limited liability company, HBC Chemical LLC, a Delaware limited liability company, and One Middlesex Warehousing LLC, a Delaware limited liability company (collectively, the "Borrowers"), Grantor (pursuant to that certain Joinder to Credit and Security Agreement, dated as of the date hereof, by Grantor in favor of Administrative Agent ("Joinder Agreement")), the other Guarantors from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrowers; and

WHEREAS, Administrative Agent and Lenders are willing to continue to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) the Joinder Agreement, whereby Grantor will be joined as a "Debtor" (as defined in the Security Agreement) to the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of August 3, 2012, among Borrowers, the other Debtors (as defined in the Security Agreement) party thereto and Administrative Agent and (b) this Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments received by the Grantor under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) Grantor's right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Administrative Agent

a continuing first priority security interest (subject to non-consensual Permitted Liens) in all of the Grantor's separate right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) Each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) all products and proceeds of the foregoing, including, without limitation, any claim which Grantor may have against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

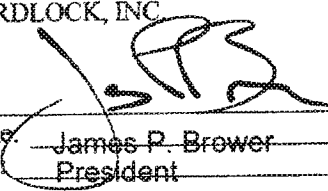
6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WORDLOCK, INC

By: 
Name: James P. Brower
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By 

Name: *Todd Myggs*
Title: *Vice President*

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
WORDLOCK	78977966	Registered	3263251	07/10/07
WORDLOCK	78465305	Registered	3648794	06/30/09
WORDLOCK	77935119	Registered	4147078	05/22/12
USE WORDS NOT NUMBERS	77518225	Registered	4142914	05/15/12
WL	77935110	Registered	4135942	05/01/12
IN A WORD: SECURE	77825110	Registered	4067771	12/06/11
EASY TO SET-NEVER FORGET	77976791	Registered	3617462	05/05/09