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
Strata Products Worldwide, LLC		08/05/2013 LIMITED LIABILITY COMPANY: DELAWARE	

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Administrative Agent	
Street Address:	800 Nicollet Mall	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55402	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4223589	PROPSETTER	
Registration Number:	4307092	STRATA WORLDWIDE	

CORRESPONDENCE DATA

Fax Number: 6123408856

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

via US Mail.

Phone: (612) 492-6842

Email: Cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell
Address Line 1: Dorsey & Whitney LLP

Address Line 2: 50 South Sixth Street, Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

ATTORNEY DOCKET NUMBER:	M240192
NAME OF SUBMITTER:	Jeffrey R. Cadwell
	TRADEMARK

TRADEMARK REEL: 005085 FRAME: 0724 422358

900262751

Signature:	/Jeffrey R. Cadwell/	
Date:	08/06/2013	
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks (executed)-v1#page4.tif		

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of August 5, 2013 by and from STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, STRATA PRODUCTS WORLDWIDE, LLC (the "<u>Borrower</u>"), the Lenders and Grantee have entered into an Amended and Restated Credit Agreement dated as of August 5, 2013 (as may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit</u> Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of November 9, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of November 9, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "<u>Trademarks</u>") listed on <u>Exhibit A</u> attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

- (a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor (at Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.
- (b) The Grantor hereby re-grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks,

and (3) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

STRATA PRODUCTS WORLDWIDE, LLC

By: __

Title: (Fo

Confirmatory Grant of Security Interest in Trademarks

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Serial No.	Date Filed	Reg. No.	Date Registered	Status
PROPSETTER	76/710,622	February 14, 2012	4,223,589	October 16, 2012	Registered
STRATA	76/710,621	February 14, 2012	4,307,092	March 26, 2013	Registered

Exhibit A

RECORDED: 08/06/2013