

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Xenon Arc, Inc.		08/08/2013
	Adiprene Direct, Inc.		08/08/2013
	Armacoat, Inc.		08/08/2013
	Qadvantage, Inc.		08/08/2013
			Entity Type
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FCC, LLC, d/b/a First Capital Western Region, LLC		
Street Address:	601 S. Figueroa St., Suite 3460		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	85726400	ARMACOAT
	Serial Number:	85726408	QADVANTAGE
	Serial Number:	85182994	DIRECTIBILITY
CORRESPONDENCE DATA			
Fax Number:	2027393001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-739-5074		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	020891-0006		
	TRADEMARK		

CH \$90.00 85726400

NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	08/15/2013
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2013, is made by and among XENON ARC, INC., a Delaware corporation ("Xenon"), ADIPRENE DIRECT, INC., a Delaware corporation ("Adiprene"), ARMACOAT, INC., a Delaware corporation ("Armacoat"), QADVANTAGE, INC., a Delaware corporation ("QAdvantage", together with Xenon, Adiprene and Armacoat are referred to hereinafter each individually as a "Grantor", and individually and collectively, jointly and severally, as the "Grantors"), and FCC, LLC, d/b/a FIRST CAPITAL WESTERN REGION, LLC, a Florida limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors and Lender, the Lender is willing to make certain financial accommodations available to Grantors pursuant to the terms and conditions thereof; and

WHEREAS, as a condition to extending credit to or for the account of Grantors, Lender has required the execution and delivery of this Trademark Security Agreement by Grantors;

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, each 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, assigns and pledges to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those referred to on Schedule I hereto (each a "Trademark");

(b) all licenses of any trademarks (including service marks), trade names, trade dress, and trade styles, whether as licensee or licensor, including those referred to on Schedule I hereto;

(c) all renewals or extensions of the foregoing Trademarks;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(e) all income, royalties, payments and proceeds of the foregoing now and hereafter due or payable, including payments under all licenses entered into in connection with the Trademarks; and

(f) the right to sue and recover damages and payments for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any license agreement.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to

the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GRANTORS REMAIN LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Trademark Collateral subject to a security interest hereunder.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

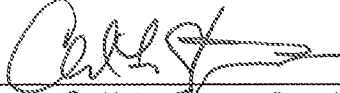
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

7. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of California.

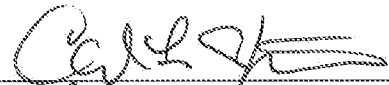
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

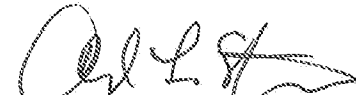
XENON ARC, INC.,
a Delaware corporation

By: 
Name: CHAD F. STEIGARS
Title: PRESIDENT

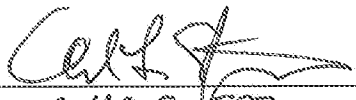
ADIPRENE DIRECT, INC.,
a Delaware corporation

By: 
Name: ~~PRESIDENT~~ CHAD F. STEIGARS
Title: PRESIDENT

ARMACOAT, INC.,
a Delaware corporation

By: 
Name: CHAD F. STEIGARS
Title: PRESIDENT

QADVANTAGE, INC.,
a Delaware corporation

By: 
Name: CHAD F. STEIGARS
Title: PRESIDENT

[Signature page to Trademark Security Agreement]

Accepted as of the date first written above.

**FCC, LLC, d/b/a FIRST CAPITAL
WESTERN REGION, LLC,**
a Florida limited liability company,
as Lender

By: Matthew Grimes
Name: Matthew Grimes
Title: Executive Vice President

[Signature page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

(1) Trademarks Owned by the Grantors

Mark Name	Current Owner	Country	Registration/ Appl. No.	Registration/ Appl. Date
ARMACOAT	Xenon Arc, Inc.	USA	85726400	9/11/2012
QADVANTAGE	Xenon Arc, Inc.	USA	85726408	9/11/2012
DIRECTIBILITY	Xenon Arc, Inc.	USA	85182994	11/22/2010