

## 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
Palmer Paint Products, Inc.		09/03/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Rosen Capital Partners, LLC		
Street Address:	c/o LaRose Industries Inc.		
Internal Address:	1578 Turnpike Road		
City:	Randolph		
State/Country:	NEW JERSEY		
Postal Code:	07869		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	0961284	DRY TEMP	
Registration Number:	0952558	ULTRA TEMP	
Registration Number:	0969498	QUALITY COMES FIRST AT PALMER	
Registration Number:	0957202	PALMER	
Registration Number:	1859385	PRISM	
Registration Number:	1021747	CREATIVE TOUCH	
Registration Number:	2294786	SUNART	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-622-4444		
Email:	rsmith@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Robert W. Smith, Esq.		

CH \$190.00 0961284

Address Line 1: McCarter & English, LLP  
Address Line 2: 100 Mulberry Street, 4 Gateway Center  
Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER: 118580-00002

NAME OF SUBMITTER: Robert W. Smith

Signature: /Robert W. Smith/

Date: 09/10/2013

**Total Attachments: 3**

source=PALMER PAINT PRODUCTS Grant of Trademark Security Interest#page1.tif

source=PALMER PAINT PRODUCTS Grant of Trademark Security Interest#page2.tif

source=PALMER PAINT PRODUCTS Grant of Trademark Security Interest#page3.tif

## GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 3 day of September, 2013, the receipt and sufficiency of which is hereby acknowledged, PALMER PAINT PRODUCTS, INC., a Michigan corporation (the "Grantor"), grants to Rosen Capital Partners, LLC, a New Jersey limited liability company (the "Secured Party") under the Secured ~~Demand~~ Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), a security interest and all of the Grantor's right, title and interest in and to the following, whether existing now or later, or in which the Grantor now has or later acquires an interest, and wherever the same may be located (collectively, the "Trademark Collateral"):

1. all rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) of the Grantor in and to the trademarks described on Exhibit A attached hereto and made a part hereof;
2. all rights, title and interest of the Grantor in trade names, trademarks, service marks, designs, trademark, service mark and trade name applications for registration, logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto including, without limitation, all of those used by the Grantor, in whole or in part, in conducting its business; and
3. all Proceeds, products, rents and profits of or from any and all of the Trademark Collateral and, to the extent not otherwise included, all payments under insurance or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral is sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

The Grantor has granted the security interest under this instrument pursuant to the terms of the Loan Agreement entered into by the Grantor with the Secured Party. The Grantor acknowledges and affirms that the rights, privileges and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated in this instrument by this reference. The Grantor agrees to execute and deliver to the Secured Party such further instruments as the Secured Party in good faith may reasonably deem necessary to make effective this Grant of Security Interest in Trademarks and the security interest created hereby and pursuant to the Loan Agreement.

[signature page follows]

The Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the date first above written.

Principal Place of Business:

1291 Rochester Road  
Troy, Michigan 48083

PALMER PAINT PRODUCTS, INC.

By: Renee Karas 9-3-13  
Name: Renee Karas  
Title: Chairman - asst

Exhibit A  
Trademarks

<u>Trademark</u>	<u>Serial/Reg. No.</u>	<u>Jurisdiction</u>
Dry Temp	961,284	US
Ultra Temp	952,558	US
Quality Comes First at Palmer	969,498	US
Palmer	957,202	US
Prism	1,859,385	US
Creative Touch	1,021,747	US
Palmer (stylized)	1,180,527	Taiwan
Sunart	2,294,786	US

ME1 16372817v.1