

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
TMI International, LLC		09/19/2013	LIMITED LIABILITY COMPANY:
FirstMerit Bank, N.A.		09/26/2013	Bank:

RECEIVING PARTY DATA

Name:	FirstMerit Bank, N.A.
Street Address:	106 S. Main Street
City:	Akron
State/Country:	OHIO
Postal Code:	44308
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2788553	RIP-A-STRIP
Registration Number:	2794467	CURTRONIZER
Registration Number:	2951097	SAVE -T LOC
Registration Number:	2996493	SAVE-T
Registration Number:	3022464	SAVE - T
Registration Number:	2922320	SAVE -T
Registration Number:	2941323	SAVE - T

CORRESPONDENCE DATA

Fax Number: 3124607000  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 312-460-5577  
 Email: jsutherland@seyfarth.com

CH \$190.00 2788553

Correspondent Name: Julia K. Sutherland  
Address Line 1: Seyfarth Shaw LLP  
Address Line 2: 131 S. Dearborn, Suite 2400  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	72119-000032
NAME OF SUBMITTER:	Julia K. Sutherland
Signature:	/Julia K. Sutherland/
Date:	09/30/2013

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 26, 2013, is entered into by TMI INTERNATIONAL, LLC, a Delaware limited liability company ("Grantor"), in favor of FIRSTMERIT BANK, N.A. ("Lender").

**RECITALS**

A. The Grantor and/or its affiliate have entered into that certain Second Amended and Restated Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Lender pursuant to which Lender has agreed to make loans to, and issue letters of credit for the account of, the Grantor and/or its affiliates.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference

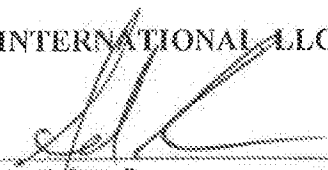
herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[signature page follows]

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

TMI INTERNATIONAL LLC

By:   
Name: Adam Reeves  
Title: Manager

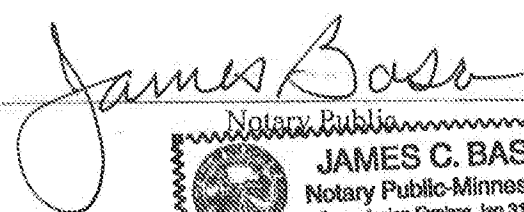
Acknowledged:

FIRSTMERIT BANK, N.A.

By: \_\_\_\_\_  
Name: Jacqueline M. Hopkins  
Title: Managing Director

STATE OF Minnesota)  
COUNTY OF Hennepin) ss

On this 19<sup>th</sup> day of September, 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of TMI INTERNATIONAL, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
Notary Public  
JAMES C. BASA  
Notary Public-Minnesota  
My Commission Expires Jan 31, 2016

*Acknowledgment and Signature Page to Trademark Security Agreement*

Each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

TMI INTERNATIONAL, LLC

By: \_\_\_\_\_  
Name: Adam Reeves  
Title: Manager

Acknowledged:

FIRSTMERIT BANK, N.A.

By: Jequeline Hopkins  
Name: Jequeline M. Hopkins  
Title: Managing Director

STATE OF \_\_\_\_\_ )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of September, 2013, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of TMI INTERNATIONAL, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

\_\_\_\_\_  
Notary Public

*Acknowledgment and Signature Page to Trademark Security Agreement*

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Mark / Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
RIP-A-STRIP	74/475,022	2,788,553	December 11, 2002	December 2, 2003
CURTRONIZER	76/489,706	2,794,467	February 7, 2003	December 16, 2003
SAVE-T-LOC (Class 6)	76/568,794	2,951,097	January 5, 2004	May 17, 2005
SAVE-T (Class 19)	76/568,333	2,996,493	January 6, 2004	September 20, 2005
SAVE-T (Class 6)	76/568,370	3,022,464	January 6, 2004	December 6, 2005
SAVE-T (Class 11)	76/568,371	2,922,320	January 6, 2004	February 1, 2005
SAVE-T (Class 17 & 20)	76/568,793	2,941,323	January 5, 2004	April 19, 2005

State Trademarks

Mark / Title	State	Reg. Date
TMI, LLC	Pennsylvania	October 10, 2006
pvcstrip.com	Pennsylvania	August 21, 2009

Trademark Licenses

<u>Title of License</u>	<u>Parties</u>	<u>Effective Date</u>	<u>Expiration Date</u>
License Agreement for trademark and trade name KoroKlear	TMI and RJF International Corporation	October 1, 2009	5 year term expires 9/30/2014