

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
Protective Industries, Inc.		10/07/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3666187	FLEX500
Registration Number:	2706931	MINITHERM
Registration Number:	2820339	CLEARVIEW
Registration Number:	4226061	LUMIN8
Registration Number:	1209734	CAPLUGS
Registration Number:	1004836	SLEEVE-WEB
Registration Number:	1424646	MOKON
Serial Number:	85771430	ULTRABAKE
Serial Number:	85730967	SHERCON
Serial Number:	86050314	CAPLUGS
Serial Number:	86015988	CAPLUGS
Serial Number:	85934450	GRIP IT & RIP IT

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-636
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	10/07/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 7, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent and Revolver Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement dated as of October 7, 2013, in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains 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 their Trademarks and IP Licenses subject to a security interest hereunder.

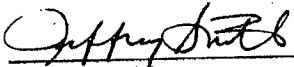
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. 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 New York.

[SIGNATURE PAGE FOLLOWS]

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

PROTECTIVE INDUSTRIES, INC.,
a Delaware corporation, as Grantor

By: 
Name: Jeffrey Smith
Title: Treasurer and Secretary

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Protective Industries, Inc.	FLEX 500	USA	77/624,867	12/2/2008	3,666,187	8/11/2009
Protective Industries, Inc. f/k/a Shoreview, PI., Inc.	MINITHERM	USA	76/424,662	6/24/2002	2,706,931	4/15/2003
Protective Industries, Inc. f/k/a Shoreview, PI., Inc.	CLEARVIEW	USA	76/439,573	8/12/2002	2,820,339	3/2/2004
Protective Industries, Inc.	LUMIN8	USA	77/924,960	2/1/2010	4,226,061	10/16/12
Protective Industries, Inc. f/k/a Shoreview, PI., Inc.	CAPPLUGS	USA	73/265,115	6/5/1980	1,209,734	9/21/1982
Protective Industries, Inc. f/k/a Shoreview, PI., Inc.	SLEEVE WEB	USA	73/023,533	6/6/1974	1,004,836	2/18/1975
Protective Industries, Inc. f/k/a Shoreview, PI., Inc.	MOKON	USA	73/565,245	10/28/1985	1,424,646	1/13/1987
Protective Industries, Inc.	ULTRABAKE	USA	85771430	11/5/12	Pending	N/A
Protective Industries, Inc.	SHERCON	USA	85730967	9/17/12	Pending	N/A
Protective Industries, Inc.	CAPPLUGS	USA	86050314	8/28/13	N/A	N/A
Protective Industries, Inc.	CAPPLUGS	USA	86015988	7/22/13	N/A	N/A
Protective Industries, Inc.	GRIP IT & RIP IT	USA	85934450	5/16/13	Pending	N/A

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Protective Industries, Inc.	CAPLUGS	European Community	007095268	7/25/2008	007095268	8/12/2009
Protective Industries, Inc.	CAPLUGS	Japan	1997-129687	6/23/1997	4,242,202	2/19/1999
Protective Industries, Inc.	CAPLUGS	Mexico	994,340	3/9/2009	1,094,735	4/15/2009
Protective Industries, Inc.	CAPLUGS	Mexico	994,341	3/9/2009	1,168,916	7/16/2010
Protective Industries, Inc.	CAPLUGS	Australia	1,251,966	7/15/2008	1,251,966	4/30/2009
Protective Industries, Inc.	CAPLUGS	Canada	1,403,278	7/15/2008	TMA778,402	9/29/2010
Protective Industries, Inc.	FLEX 500	China	8108055	3/10/2010	Pending	N/A
Protective Industries, Inc.	POLYGUARD	China	6265029	9/7/2007	6265029	5/7/2010
Protective Industries, Inc.	CAPLUGS LOGO	China	6265038	9/7/2007	6265038	2/21/2010
Protective Industries, Inc.	CAPLUGS LOGO	China	6265039	9/7/2007	6265039	4/21/2010
Protective Industries, Inc.	CAPLUGS	China	6336942	10/23/2007	6336942	2/28/2010
Protective Industries, Inc.	CAPLUGS	China	6337356	10/23/2007	6337356	6/7/2010
Protective Industries, Inc.	CAPLUGS	China	6265042	9/7/2007	6265042	2/21/2010
Protective Industries, Inc.	CAPLUGS	China	6265043	9/7/2007	6265043	4/21/2010
Protective Industries, Inc.	CAPLUGS (Chinese Characters)	China	6302061	9/28/2007	6302061	2/21/2010
Protective Industries, Inc.	CAPLUGS (Chinese Characters)	China	6302062	9/28/2007	6302062	4/28/2010
Protective Industries, Inc.	CLEARVIEW TUBING	China	6265026	9/7/2007	6265026	2/21/2010

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Protective Industries, Inc.	CLEARVIEW TUBING	China	6265027	9/7/2007	6265027	3/28/2010
Protective Industries, Inc.	MOKON (Stylized)	Canada	0617483	10/20/1988	TMA372329	8/24/1990
Protective Industries, Inc. f/k/a ShoreView, PI, Inc.	MOKON	United Kingdom	1393347	7/31/1989	1393347	12/13/1991
Protective Industries, Inc. f/k/a ShoreView, PI, Inc.	CAPLUGS	United Kingdom	B1393712	7/31/1989	B1393712	5/20/1994
Protective Industries, Inc. f/k/a ShoreView, PI, Inc.	CAPLUGS	United Kingdom	B1393713	7/31/1989	B1393713	2/25/1994
Protective Industries, Inc.	FLEX500PLUS (Stylized)	China	6265041	9/7/2007	6265041	6/28/11
Protective Industries, Inc.	FLEX500PLUS	China	6265045	9/7/2007	6265045	6/28/11
Protective Industries, Inc.	SHERCON	Canada	1615566	2/25/2013	Pending	N/A
Protective Industries, Inc.	SHERCON	Mexico	1353377	2/28/13	Pending	N/A
Protective Industries, Inc.	SHERCON	China	12030735	1/11/13	Pending	N/A
Protective Industries, Inc.	SHERCON	Brazil	840407017	1/30/2013	Pending	N/A
Protective Industries, Inc.	ULTRABAKE	Canada	1615567	2/25/2013	Pending	N/A
Protective Industries, Inc.	ULTRABAKE	Mexico	1353381	2/28/2013	1372924	5/31/2013
Protective Industries, Inc.	ULTRABAKE	China	12030736	1/11/2013	Pending	N/A
Protective Industries, Inc.	ULTRABAKE	Brazil	840407009	1/30/2013	Pending	N/A

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
Protective Industries, Inc.	SHERCON	Mexico	1353379	2/28/13	1372923	5/31/2013
Protective Industries, Inc.	SHERCON	Mexico	1353380	2/28/13	Pending	N/A
Protective Industries, Inc.	SHERCON	China	12030734	1/11/2013	Pending	N/A
Protective Industries, Inc.	SHERCON	China	12030733	1/11/2013	Pending	N/A
Protective Industries, Inc.	ULTRABAKE	European Union	011581841	2/18/2013	011581841	07/16/2013
Protective Industries, Inc.	SHERCON	European Union	011581808	2/18/2013	011581808	7/16/2013
Protective Industries, Inc.	SHERCON	Brazil	840421427	2/15/2013	Pending	N/A
Protective Industries, Inc.	SHERCON	Brazil	840421419	2/15/2013	Pending	N/A