

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SHURTAPE TECHNOLOGIES, LLC		11/14/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

<b>RECEIVING PARTY DATA</b>	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	231 S. LaSalle Street, 10th Floor
Internal Address:	Mailcode: IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Bank: UNITED STATES

<b>PROPERTY NUMBERS Total: 34</b>		
Property Type	Number	Word Mark
Serial Number:	85568839	FLOORMATE
Serial Number:	85647942	TRUE TO YOUR WORK
Serial Number:	85647950	SHURTAPE
Serial Number:	85647952	SHURTAPE TRUE TO YOUR WORK
Serial Number:	85649182	SHURTAPE
Serial Number:	85725444	HP 132
Serial Number:	85746466	SHURSEAL
Serial Number:	77590894	SURESEAL
Serial Number:	85017057	AP180
Serial Number:	85447896	GOOD TO THE CORE
Serial Number:	85352464	HOLD STRONG
Serial Number:	85783967	FROGTAPE

OP \$865.00 85568839

Serial Number:	77705658	FROG
Serial Number:	77705654	FROG
Serial Number:	77705686	
Serial Number:	77705712	
Serial Number:	77705723	
Serial Number:	77705681	
Serial Number:	77705720	
Serial Number:	77705718	
Serial Number:	77705677	
Serial Number:	77705673	
Serial Number:	77705668	
Serial Number:	78385264	PAINT BLOCK
Serial Number:	77705650	FROG TAPE
Serial Number:	78297782	FROG TAPE
Serial Number:	77539428	FROG TAPE ULTIMATE CHOICE FOR PAINTING
Serial Number:	85854080	DESIGN WITH SHARP PAINT LINES!
Serial Number:	85854097	LIQUID PAINTBLOCK EDGE SEALER
Serial Number:	85961132	PATENTED FROGTAPE KEEPS PAINT OUT. KEEPS
Serial Number:	85226219	FROGTAPE
Serial Number:	85071503	KEEPS PAINT OUT. KEEPS LINES SHARP.
Serial Number:	85308147	PAINTBLOCK
Serial Number:	85312212	PAINTBLOCK

**CORRESPONDENCE DATA**

Fax Number: 7044448847  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 704-343-2000  
Email: ksaltrick@mcguirewoods.com  
Correspondent Name: McGuireWoods LLP  
Address Line 1: 201 North Tryon Street  
Address Line 2: Attention: Rebecca Chaffin, Esq.  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-2854
NAME OF SUBMITTER:	Rebecca Chaffin/McGuireWoods LLP
Signature:	/s/ Rebecca Chaffin

11/19/2013

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** dated as of November 14, 2013 (this "Trademark Security Agreement"), is made by **STM INDUSTRIES, INC.**, a North Carolina corporation ("STM"), and **SHURTAPE TECHNOLOGIES, LLC**, a North Carolina limited liability company ("Shurtape" and together with STM, collectively, the "Borrowers" and each individually, a "Borrower"), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWERS AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a "Grantor" and, together with the Borrowers, collectively, the "Grantors"), for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

### RECITALS:

A. STM Industries, Inc., a North Carolina corporation ("STM"), and Shurtape Technologies, LLC, a North Carolina limited liability company (together with STM, collectively, the "Borrowers" and each individually, a "Borrower"), certain of their Subsidiaries, each other person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and the Collateral Agent, are party to a Security Agreement dated as of May 29, 2009 (as amended and as in effect on the date hereof, the "Security Agreement").

B. Pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Collateral Agent this Trademark Security Agreement.

In order to induce the Secured Bank Creditors to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements and to induce the Senior Noteholders to amend the Senior Notes Purchase Agreement, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth U.S. Trademarks owned by Grantor, and Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the U.S. Trademarks and all proceeds thereof listed on Schedule 1, which such security interest shall secure the Secured Obligations.

2. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

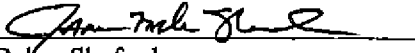
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

*[Signature page follows.]*


IN WITNESS WHEREOF, the Grantor has duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

**GRANTORS:**


**STM INDUSTRIES, INC.**

By:   
Name: James Baker Shuford  
Title: Executive Vice President

**SHURTAPE TECHNOLOGIES, LLC**

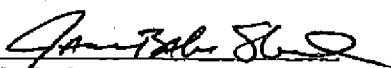
By:   
Name: James Baker Shuford  
Title: Manager

**SHUFORD MILLS, LLC**

By:   
Name: James Baker Shuford  
Title: Manager


**SHURTAPE CANADA HOLDINGS, LLC**

By: Shurtape Technologies, LLC, its sole member


By:   
Name: James Baker Shuford  
Title: Manager

**SHURTAPE LEASING, LLC**

By: STM Industries, Inc., its sole member

By:   
Name: James Baker Shuford  
Title: Executive Vice President

SHURTECH BRANDS, LLC

By:   
Name: James Baker Shuford  
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005157 FRAME: 0693

**Accepted and Agreed:**

**BANK OF AMERICA, N.A., as Collateral Agent**

By: Alan Stephens  
Name: Alan Stephens  
Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 005157 FRAME: 0694



**SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**OWNER: ShurTech Brands, LLC**

<b>Mark</b>	<b>Country</b>	<b>Classes</b>	<b>Application #</b>	<b>File Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Status</b>
EARN YOUR STRIPES	UNITED STATES	041	85/570,816	3/15/2012	4,281,819	1/29/2013	REGISTERED
DUCK BRAND	UNITED STATES	017	85/582,382	3/28/2012	4,339,820	5/21/2013	REGISTERED
DUCK BRAND DUCK & Design	UNITED STATES	017	85/583,997	3/29/2012	4,339,826	5/21/2013	REGISTERED
DUCKORATE	UNITED STATES	017	85/627,927	5/17/2012			ALLOWED
STICK OR TREAT	UNITED STATES	017, 035, 041	85/629,067	5/18/2012	4,237,807	11/6/2012	REGISTERED
EASYFORM	UNITED STATES	016, 041	85/664,967	6/29/2012			ALLOWED
MY DESIGN	UNITED STATES	017, 041	85/702,761	8/14/2012			ALLOWED
DUCK THE HALLS	UNITED STATES	017	85/702,823	8/14/2012	4,419,669	10/15/2013	REGISTERED
GECKOTECH	UNITED STATES	20	85/768,082	10/31/2012			ALLOWED
EASY STICK	UNITED STATES	16	85/814,993	1/3/2013			PENDING
DUCKKLINGS	UNITED STATES	017	85/829,986	1/23/2013			ALLOWED
FROM TOOL TO COOL	UNITED STATES	17	85/830,012	1/23/2013			ALLOWED
DUCK CRAFT	UNITED STATES	016	85/870,064	3/7/2013			ALLOWED
DUCK PAPER	UNITED STATES	16	85/870,099	3/7/2013			ALLOWED
DUCK FABRIC	UNITED STATES	016	85/870,116	3/7/2013			ALLOWED
DUCK PRISM	UNITED STATES	16	85/870,139	3/7/2013			ALLOWED
DUCK WASHI	UNITED STATES	016	85/870,166	3/7/2013			ALLOWED
DUCK GLITTER	UNITED STATES	016	85/888,940	3/28/2013			ALLOWED
FIBERFILTER	UNITED STATES	19	85/922,428	5/3/2013			PENDING
AQUAFLOW	UNITED STATES	019	85/922,443	5/3/2013			ALLOWED

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
WATER DRAINS THROUGH. KEEPS LEAVES OUT.	UNITED STATES	19	85/922,462	5/3/2013			PENDING
DUCKSTINCTIVE	UNITED STATES	17	85/953,291	6/7/2013			ALLOWED
DUCKASION	UNITED STATES	17	85/953,293	6/7/2013			ALLOWED
DUCKALICIOUS	UNITED STATES	017	85/953,295	6/7/2013			ALLOWED
EXPRESS DECOR	UNITED STATES	17	85/956,054	6/11/2013			PENDING
DUCKTIVITY	UNITED STATES	041	85/960,137	6/14/2013			PENDING
DUCK OR TREAT	UNITED STATES	17	85/960,170	6/14/2013			PENDING
DUCK SHIMMER	UNITED STATES	016	85/973,960	7/1/2013			PENDING
EIY	UNITED STATES	16, 17	86/016,297	7/22/2013			PENDING
DUCK TAPE CLUB	UNITED STATES	41	85/085,397	7/15/2010	3,930,920	3/15/2011	REGISTERED
UV BLOC	UNITED STATES	17	85/106,391	8/12/2010	3,976,154	6/7/2011	REGISTERED
ZIG-ZAG ZEBRA	UNITED STATES	17	77/908,725	1/11/2010	4,032,228	9/27/2011	REGISTERED
DUCKTIVITIES	UNITED STATES	16, 17, 28	85/450,566	10/19/2011			ALLOWED
DUCKTIVITIES	UNITED STATES	035, 041	85/450,576	10/19/2011	4,146,708	5/22/2012	REGISTERED
MATRIX	UNITED STATES	16	85/423,241	9/15/2011			PENDING
REAL FANS STICK TOGETHER	UNITED STATES	017	85/237,929	2/9/2011	4,298,685	3/5/2013	REGISTERED

**OWNER: Shurtape Technologies, LLC**

<b>Mark</b>	<b>Country</b>	<b>Classes</b>	<b>Application #</b>	<b>File Date</b>	<b>Registration #</b>	<b>Registration Date</b>	<b>Status</b>
FLOORMATE	UNITED STATES	017	85/568,839	3/14/2012	4,277,213	1/15/2013	REGISTERED
TRUE TO YOUR WORK	UNITED STATES	16, 17	85/647,942	6/10/2012	4,322,213	4/16/2013	REGISTERED
SHURTAPE & Design	UNITED STATES	016, 017	85/647,950	6/10/2012			ALLOWED
SHURTAPE TRUE TO YOUR WORK & Design	UNITED STATES	016, 017	85/647,952	6/10/2012			ALLOWED
SHURTAPE	UNITED STATES	016, 017	85/649,182	6/12/2012	4,356,736	6/25/2013	REGISTERED
HP 132	UNITED STATES	017	85/725,444	9/11/2012	4,338,080	5/21/2013	REGISTERED
SHURSEAL	UNITED STATES	007, 017	85/746,466	10/5/2012			ALLOWED
SURESEAL	UNITED STATES	07	77/590,894	10/11/2008	3,672,037	8/25/2009	REGISTERED
AP180	UNITED STATES	17	85/017,057	4/19/2010	3,959,568	5/10/2011	REGISTERED
GOOD TO THE CORE	UNITED STATES	017	85/447,896	10/14/2011	4,388,730	8/20/2013	REGISTERED
HOLD STRONG	UNITED STATES	016, 017	85/352,464	6/22/2011	4,166,787	7/3/2012	REGISTERED
FROGTAPE	UNITED STATES	016, 017	85/783,967	11/20/2012	4,338,856	5/21/2013	REGISTERED
FROG	UNITED STATES	17	77/705,658	4/2/2009	3,698,593	10/20/2009	REGISTERED
FROG	UNITED STATES	16	77/705,654	4/2/2009	3,783,491	5/4/2010	REGISTERED
Frog Design	UNITED STATES	16	77/705,686	4/2/2009	3,698,596	10/20/2009	REGISTERED
Frog Design	UNITED STATES	17	77/705,712	4/2/2009	3,698,599	10/20/2009	REGISTERED
Frog Design	UNITED STATES	25	77/705,723	4/2/2009	3,783,493	5/4/2010	REGISTERED
Frog Design	UNITED STATES	17	77/705,681	4/2/2009	3,698,595	10/20/2009	REGISTERED
Frog Design	UNITED STATES	25	77/705,720	4/2/2009	3,701,300	10/27/2009	REGISTERED
Frog Design	UNITED STATES	18	77/705,718	4/2/2009	3,701,299	10/27/2009	REGISTERED
Frog Design	UNITED STATES	16	77/705,677	4/2/2009	3,783,492	5/4/2010	REGISTERED
Frog Design	UNITED STATES	17	77/705,673	4/2/2009	3,789,411	5/18/2010	REGISTERED
Frog Design	UNITED STATES	16	77/705,668	4/2/2009	3,789,410	5/18/2010	REGISTERED
PAINT BLOCK	UNITED STATES	016	78/385,264	3/16/2004	3,234,253	4/24/2007	REGISTERED
FROG TAPE	UNITED STATES	17	77/705,650	4/2/2009	3,698,591	10/20/2009	REGISTERED

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
FROG TAPE	UNITED STATES	16	78/297,782	9/10/2003	3,245,314	5/22/2007	REGISTERED
FROG TAPE ULTIMATE CHOICE FOR PAINTING	UNITED STATES	17	77/539,428	8/5/2008	3,704,208	11/3/2009	REGISTERED
DESIGN WITH SHARP PAINT LINES!	UNITED STATES	017	85/854,080	2/19/2013			ALLOWED
LIQUID PAINTBLOCK EDGE SEALER & Design	UNITED STATES	017	85/854,097	2/19/2013			ALLOWED
PATENTED FROGTAPE KEEPS PAINT OUT. KEEPS LINES SHARP. & Design	UNITED STATES	016, 017	85/961,132	6/17/2013			PENDING
FROGTAPE	UNITED STATES	16, 17	85/226,219	1/26/2011	4,012,472	8/16/2011	REGISTERED
KEEPS PAINT OUT. KEEPS LINES SHARP.	UNITED STATES	16, 17	85/071,503	6/25/2010	3,886,479	12/7/2010	REGISTERED
PAINTBLOCK	UNITED STATES	16, 17	85/308,147	4/29/2011	4,073,689	12/20/2011	REGISTERED
PAINTBLOCK Logo Design	UNITED STATES	16, 17	85/312,212	5/4/2011	4,073,845	12/20/2011	REGISTERED

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