

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drew Marine USA, Inc.		11/19/2013	CORPORATION: DELAWARE
ACR Electronics, Inc.		11/19/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	155 N. Wacker Drive
Internal Address:	Suite 4450
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	1054326	AMERFLON
Registration Number:	1754734	AMEROX
Registration Number:	2049903	DREWFRESH
Registration Number:	1049319	FERROFILM
Registration Number:	1510565	MAGNAKOTE
Registration Number:	1942188	THE SUPERIOR ALTERNATIVE
Registration Number:	1023652	
Registration Number:	1020850	
Registration Number:	1020870	
Registration Number:	1025522	
Registration Number:	3235721	WHERE PERFORMANCE AND ENVIRONMENT MEET
Registration Number:	3356856	WHERE PERFORMANCE AND ENVIRONMENT MEET
Registration Number:	4161374	YOUR BEST LAST CHANCE

CH \$965.00 1054326

Registration Number:	4161373	THE SCIENCE OF SURVIVAL
Registration Number:	4160965	ARTEX
Registration Number:	4081028	RESQLINK
Registration Number:	4037463	SARLINK
Registration Number:	4037462	AQUALINK
Registration Number:	3388982	ACR
Registration Number:	4099316	SAFELIFE LIVE BY IT
Registration Number:	4099315	SAFELIFE LIVE BY IT
Registration Number:	4009804	SAFELIFE
Registration Number:	4009803	SAFELIFE
Registration Number:	4006521	SAFELIFE
Registration Number:	3690416	SAFELIFE LIVE BY IT
Registration Number:	3433467	GES
Registration Number:	2509296	FIREFLY
Registration Number:	1863089	FIREFLY PLUS
Registration Number:	1899613	PATHFINDER
Registration Number:	1160716	ACR
Registration Number:	1010695	RESCUE LITE
Registration Number:	4290451	
Registration Number:	2827321	NAUTICAST
Registration Number:	4365888	ARTEX
Registration Number:	4322221	ACR
Serial Number:	77835119	DREW MARINE
Serial Number:	85896729	DREW MARINE CREW CARE
Serial Number:	85875176	EZ-SAFE

CORRESPONDENCE DATA

Fax Number: 9177777373
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Adam Greenberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 055660/150

TRADEMARK
REEL: 005180 FRAME: 0177

	Adam Greenberg
Signature:	/Adam Greenberg/
Date:	12/20/2013
Total Attachments: 7 source=Drew Marine 2nd Lien TSA#page1.tif source=Drew Marine 2nd Lien TSA#page2.tif source=Drew Marine 2nd Lien TSA#page3.tif source=Drew Marine 2nd Lien TSA#page4.tif source=Drew Marine 2nd Lien TSA#page5.tif source=Drew Marine 2nd Lien TSA#page6.tif source=Drew Marine 2nd Lien TSA#page7.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of November 19, 2013, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each individually a "Grantor") and BNP PARIBAS ("BNP Paribas"), as collateral agent (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the lenders from time to time party thereto and BNP Paribas, as administrative agent and collateral agent for the lenders thereunder have agreed to extend credit to the Borrowers pursuant to, and upon the terms and conditions specified in, the Credit Agreement;

WHEREAS, the obligations of the Lenders to extend credit to the Borrowers are conditioned upon, among other things, the execution and delivery of certain Second Lien Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to Collateral Agent this Trademark Security Agreement;

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, the Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the case may be.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (other than any assets and properties excluded from the Article 9 Collateral pursuant to the Guarantee and Collateral Agreement) (collectively, the "Trademark Collateral"): (a) all trademarks, service marks, certification marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, slogans, logos, Internet domain names, other source or business identifiers, designs and general intangibles of like nature, whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States of any other country or any political subdivision thereof, (b) all registrations and recordings thereof, and all applications filed in connection therewith, including in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, including those listed on Schedule I hereto, (c) all renewals thereof, (d) goodwill connected with the use thereof and symbolized thereby, (e) all other assets, rights and interests that uniquely reflect or embody such goodwill, (f) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (g) all income, fees, royalties, damages and payments now or hereafter due and/or payable thereunder or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violation thereof, (h) all rights to sue for past, present or future

infringements, dilutions or other violations thereof, and (i) all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrowers and the Grantors or (in each case) any of them, to the Collateral Agent whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any additional Trademark Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall comply with their respective obligations under the Guarantee and Collateral Agreement with respect to any such additional Trademark Collateral or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such additional Trademark Collateral of any 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 the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by fax transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement and the Guarantee and Collateral Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a written record and any record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. SUBJECT TO INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control. IN WITNESS WHEREOF, each Grantor has duly executed this First Lien Trademark Security Agreement as of the day and year first above written.

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

DREW MARINE USA, INC.

by: 
Name: Leonard R. Gelosa
Title: President and Chief Executive Officer

ACR ELECTRONICS, INC.

by: _____
Name: Michael S. Wilkerson
Title: President and General Manager


[Signature Page to Trademark Security Agreement (Second Lien)]

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

DREW MARINE USA, INC.

by: _____
Name: Leonard R. Gelosa
Title: President and Chief Executive Officer

ACR ELECTRONICS, INC.

by: 
Name: Michael S. Wilkerson
Title: President and General Manager

[Signature Page to Trademark Security Agreement (Second Lien)]

TRADEMARK
REEL: 005180 FRAME: 0183

Schedule I

GRANTOR: DREW MARINE USA, INC.

Registered Owner	Title/Mark	Country	Registration Number
Drew Marine USA, Inc.	AMERFLON	USA	1054326
Drew Marine USA, Inc.	AMEROX	USA	1754734
Drew Marine USA, Inc.	DREW MARINE	USA	77 835119 (Application)
Drew Marine USA, Inc.	DREW MARINE CREW CARE	USA	85/896729 (Application)
Drew Marine USA, Inc.	DREWFRESH	USA	2049903
Drew Marine USA, Inc.	FERROFILM	USA	1049319
Drew Marine USA, Inc.	MAGNAKOTE	USA	1510565
Drew Marine USA, Inc.	THE SUPERIOR ALTERNATIVE	USA	1942188
Drew Marine USA, Inc.	TRITON Logo	United States	1023652
Drew Marine USA, Inc.	TRITON Logo	United States	1020850
Drew Marine USA, Inc.	TRITON Logo	United States	1020870
Drew Marine USA, Inc.	TRITON Logo	United States	1025522
Drew Marine USA, Inc.	Where Performance and Environment Meet	United States (Class 40, 42)	3235721
Drew Marine USA, Inc.	Where Performance and Environment Meet	United States (Class 35, 37, 42, 45)	3356856
Drew Marine USA, Inc.	EZ-SAFE	US	85875176

GRANTOR: ACR ELECTRONICS, INC.

Registered Owner	Title/Mark	Country	Registration Number
ACR Electronics, Inc.	Your Best Last Chance	U.S.	4161374 85469419
ACR Electronics, Inc.	The Science of Survival	U.S.	4161373 85469394
ACR Electronics, Inc.	Artex	U.S.	4160965 85453346
ACR Electronics, Inc.	Resqlink	U.S.	4081028 85136614
ACR Electronics, Inc.	Sarlink	U.S.	4037463 85136659
ACR Electronics, Inc.	Aqualink	U.S.	4037462 85136648
ACR Electronics, Inc.	ACR & Design	U.S.	3388982

Registered Owner	Title/Mark	Country	Registration Number
			78890389
ACR Electronics, Inc.	Safelife Live By It & Design	U.S.	4099316 77547258
ACR Electronics, Inc.	Safelife Live By It & Design	U.S.	4099315 77547233
ACR Electronics, Inc.	Safelife & Design	U.S.	4009804 77547111
ACR Electronics, Inc.	Safelife & Design	U.S.	4009803 77547088
ACR Electronics, Inc.	Safelife & Design	U.S.	4006521 77547097
ACR Electronics, Inc.	Safelife Live By It	U.S.	3690416 77547210
ACR Electronics, Inc.	GES	U.S.	3433467 77154727
ACR Electronics, Inc.	Firefly	U.S.	2509296 76074473
ACR Electronics, Inc.	Firefly Plus	U.S.	1863089 74365793
ACR Electronics, Inc.	Pathfinder	U.S.	1899613 74280120
ACR Electronics, Inc.	ACR & Design	U.S.	1160716 73214913
ACR Electronics, Inc.	Rescue Lite	U.S.	1010695 72460469
ACR Electronics, Inc.	ACR Cartreuse Trade Dress (Design Only)	U.S.	4290451 85585184
ACR Electronics Europe GmbH	Nauticast	U.S.	2827321 76476658
ACR Electronics, Inc.	Artex	U.S.	4365888 85651874
ACR Electronics, Inc.	ACR	U.S.	4322221 85651906