

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
Rotation Dynamics Corporation		12/31/2013	CORPORATION: DELAWARE
Wood Graphics, Inc.		12/31/2013	CORPORATION: OHIO
Advanced Graphics Technologies, Inc.		12/31/2013	CORPORATION: DELAWARE
Rotadyne Inc.		12/31/2013	CORPORATION: CANADA
Rotadyne (UK) Limited		12/31/2013	CORPORATION: UNITED KINGDOM
Katahdin Partners, L.P.		12/31/2013	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	640 Pasquinelli Drive		
Internal Address:	3rd Floor		
City:	Westmont		
State/Country:	ILLINOIS		
Postal Code:	60559		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1984746	ROTADYNE	
Registration Number:	2039531	ROTADYNE	
Registration Number:	2046187	ROTADYNE	
Registration Number:	2484204	WOOD GRAPHICS	
Registration Number:	2975552	ULTRA-LIFE	
Registration Number:	2991506	QUADRA-FLO	
Registration Number:	4160876	DUO-FLO	

Registration Number:	4160881	DURANIP
Registration Number:	4170829	EPUV
Registration Number:	4170830	HYDRAPLUS
Registration Number:	4170831	HYDRO-CHROME
Registration Number:	4164098	NYLO-LITH
Registration Number:	4164099	POLY-DAMP

CORRESPONDENCE DATA

Fax Number: 3125511101

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

Phone: 312-551-8300

Email: ipdocket@pfs-law.com

Correspondent Name: Patzik, Frank & Samotny Ltd.

Address Line 1: 150 S. Wacker Drive

Address Line 2: Suite 1500

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	5822-020
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NAME OF SUBMITTER:	Jordan Herzog
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Signature:	/Jordan Herzog/
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Date:	12/31/2013
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2013, between ROTATION DYNAMICS CORPORATION, a Delaware corporation; ADVANCED GRAPHICS TECHNOLOGIES, INC., a Delaware corporation; WOOD GRAPHICS, INC., an Ohio corporation; ROTADYNE INC., a corporation organized in Ontario, Canada; ROTADYNE (UK) LIMITED, a corporation organized in the United Kingdom (Company No. 02739202); and KATAHDIN PARTNERS, L.P., a Delaware limited partnership (collectively, the “Debtor”), and FIFTH THIRD BANK, an Ohio banking corporation (the “Secured Party”).

The Debtor and the Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Loan Agreement” means that certain Loan and Security Agreement, dated as of the date hereof, between the Debtor and the Secured Party.

“PTO” means the United States Patent and Trademark Office.

“UCC” means the Uniform Commercial Code as in effect in the State of Illinois.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of Debtor’s right, title and interest in, to and under the following property, in each case

whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing, in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of U.S.

trademark registrations or applications owned by Debtor as of the date hereof, in whole or in part, is set forth on Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor hereby authorizes the Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, the Secured Party and their respective successors and assigns. No party hereto may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Illinois, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Illinois.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control.

SECTION 10. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but

one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of the executed Agreement maintained by the Secured Party shall be deemed to be originals thereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall automatically terminate and be released and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.


SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Enforceability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall, as to such jurisdiction, be severable and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the date first above written.

ROTATION DYNAMICS CORPORATION, a
Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President, Treasurer + CFO


ADVANCED GRAPHICS TECHNOLOGIES, INC., a
Delaware corporation

By: 
Name: James R. Hickey
Title: Vice President + Treasurer

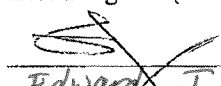
WOOD GRAPHICS, INC., an Ohio corporation

By: 
Name: James R. Hickey
Title: Vice President + Treasurer

ROTADYNE INC., a corporation organized in Ontario,
Canada

By: 
Name: Edward J. Nykiel
Title: President

ROTADYNE (UK) LIMITED, a corporation organized
in the United Kingdom (Company No. 02739202)

By: 
Name: Edward J. Nykiel
Title: Director

KATAHDIN PARTNERS, L.P., a Delaware limited
partnership

By: Baxter Peak Holdings, Inc., its General Partner

By: _____
Name: _____
Title: _____

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ROTATION DYNAMICS CORPORATION, a
Delaware corporation

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Name: _____
Title: _____

ADVANCED GRAPHICS TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

WOOD GRAPHICS, INC., an Ohio corporation

By: _____
Name: _____
Title: _____

ROTADYNE INC., a corporation organized in Ontario,
Canada

By: _____
Name: James R. Hickey
Title: Secretary and Treasurer

ROTADYNE (UK) LIMITED, a corporation organized
in the United Kingdom (Company No. 02739202)

By: _____
Name: _____
Title: _____

KATAHDIN PARTNERS, L.P., a Delaware limited
partnership

By: Baxter Peak Holdings, Inc., its General Partner

By: _____
Name: _____
Title: _____

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Name: _____
Title: _____

ADVANCED GRAPHICS TECHNOLOGIES, INC., a
Delaware corporation

By: _____
Name: _____
Title: _____

WOOD GRAPHICS, INC., an Ohio corporation

By: _____
Name: _____
Title: _____

ROTADYNE INC., a corporation organized in Ontario,
Canada

By: _____
Name: _____
Title: _____

ROTADYNE (UK) LIMITED, a corporation organized
in the United Kingdom (Company No. 02739202)

By: _____
Name: _____
Title: _____

KATAHDIN PARTNERS, L.P., a Delaware limited
partnership

By: Baxter Peak Holdings, Inc., its General Partner

By: Allen M. Hodges
Name: Allen M. Hodges
Title: Secretary

SECURED PARTY:

FIFTH THIRD BANK, an Ohio banking corporation.

By: 

Name: Kathy Lange-Ellis

Title: Vice President

TRADEMARK

REEL: 005184 FRAME: 0163

SCHEDULE A
TO THE TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Rotation Dynamics Corporation	ROTADYNE	U.S.	1984746	7/2/96
Rotation Dynamics Corporation	ROTADYNE	U.S.	2039531	2/18/97
Rotation Dynamics Corporation	ROTADYNE	U.S.	2046187	3/18/97
Rotation Dynamics Corporation	WOOD GRAPHICS	U.S.	2484204	9/4/01
Rotation Dynamics Corporation	ULTRA-LIFE	U.S.	2975552	7/26/05
Rotation Dynamics Corporation	QUADRA-FLO	U.S.	2991506	9/6/05
Rotation Dynamics Corporation	DUO-FLO	U.S.	4160876	6/19/13
Rotation Dynamics Corporation	DURANIP	U.S.	4160881	6/19/12
Rotation Dynamics Corporation	EPUV	U.S.	4170829	7/10/12
Rotation Dynamics Corporation	HYDRA PLUS	U.S.	4170830	7/10/12
Rotation Dynamics Corporation	HYDRA-CHROME	U.S.	4170831	7/10/12
Rotation Dynamics Corporation	NYLO-LITH	U.S.	4164098	6/26/12
Rotation Dynamics Corporation	POLY-DAMP	U.S.	4164099	6/26/12
Rotation Dynamics Corporation	ROTADYNE	Canada	TMA368,806	5/18/90
Rotation Dynamics Corporation	ROTADYNE	Canada	TMA530,359	7/21/00