

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
Dimex LLC		12/31/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	201 Tresser Boulevard, Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85968848	EASYFLEX	
Registration Number:	1822774	EDGEPRO	
Registration Number:	3410059	E-Z CONNECT	
Registration Number:	3554911	E-Z CONTOUR	
Registration Number:	1857706	ARBORGARD+	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		

OP \$140.00 85968848

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	01/14/2014
Total Attachments: 5 source=Trademark Security Agreement (Dimex) (3)#page1.tif source=Trademark Security Agreement (Dimex) (3)#page2.tif source=Trademark Security Agreement (Dimex) (3)#page3.tif source=Trademark Security Agreement (Dimex) (3)#page4.tif source=Trademark Security Agreement (Dimex) (3)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of December 31, 2013 by Dimex LLC, a Delaware limited liability company (“**Grantor**”), in favor of Brookside Mezzanine Fund III, L.P., in its capacity as administrative agent for the Lenders party to the Loan Agreement (together with its successors and assigns, in such capacity, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantor and the other Borrowers party thereto (collectively, “**Borrowers**”), the persons or entities as may from time to time become parties thereto as lenders (the “**Lenders**”) and Grantee are parties to that certain Term Loan Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), providing for a term loan to be made to Grantor by the Lenders, and that certain Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and all renewals thereof (the “**Trademarks**”), whether now owned or existing or owned, acquired, or arising hereafter, and all Proceeds of any and all of the foregoing, to secure, inter alia, the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in, upon and to the following (all of

the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or owned, acquired or arising hereafter:

(i) all Trademarks, including without limitation each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all Proceeds of any and all of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

4. Counterparts. This 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 Agreement by signing and delivering one or more counterparts.

(Signature Page Follows)

IN WITNESS WHEREOF, intending to be legally bound, the undersigned has duly executed this Agreement as of the date first written above.

GRANTOR:

DIMEX LLC,
a Delaware limited liability company

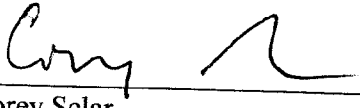
By: 

Name: Jason Urband

Title: Vice President

Agreed and Accepted:

BROOKSIDE MEZZANINE FUND III, L.P.,
as Administrative Agent and Grantee

By: 
Corey Sclar
Managing Director

[Signature Page Trademark Security Agreement]

SCHEDULE 1
TRADEMARKS

MarkName	Application No.	Application Date	Registration Number	Registration Date	Classes	Goods
EDGEPRO	74/272,094	05/04/1992	1,822,774	02/22/1994	19	Plastic lawn edgers
E-Z CONNECT	77/125,235	03/08/2007	3,410,059	04/08/2008	19	Non-metal lawn edging that acts as a landscape restraint
E-Z CONTOUR	77/266,899	08/29/2007	3,554,911	12/30/2008	19	Non-metal lawn edging and landscape restraints
EASY FLEX	85/968,848	06/25/2013			20	Non-metal lawn edging and landscape and paving restraints
ARBORGARD+	74/388,912	5/6/1993	1857706	10/11/1994	19	Non metal fence panels for use as tree trunk protectors