

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
TRANSILWRAP COMPANY, INC.		11/22/2013	CORPORATION: ILLINOIS
QUEST ACQUISITION COMPANY, LLC		11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT FINANCE LLC, AS ADMINISTRIVE AGENT
Street Address:	11 West 42nd Street
Internal Address:	13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	0886954	TRANS KOTE
Registration Number:	1204455	TXP
Registration Number:	1318108	PRO-PRINT
Registration Number:	1565915	TRANSILPRINT
Registration Number:	2190806	P-300
Registration Number:	2224121	TRANSALLOY
Registration Number:	2231811	WALKER TALKER
Registration Number:	2315347	DIGIKOTE
Registration Number:	2406365	MXM
Registration Number:	2410718	TRANSVY
Registration Number:	2611523	RAPID TRANS SHEET
Registration Number:	2615372	PAM

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Registration Number:	2639353	TRANSGUARD
Registration Number:	2695096	CLING-MATE
Registration Number:	2842696	DIGICORE
Registration Number:	2866337	TXP
Registration Number:	2881045	TRANSPAQUE
Registration Number:	3407913	TRANS-CORE
Registration Number:	3530544	ECOLAM
Serial Number:	85184060	TRANS-SEALING
Serial Number:	85718028	TRANSMD
Serial Number:	85718023	TRANSOLAR
Serial Number:	86101396	REAL PEEL

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-609-7897
Email: hmill@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	27804000075
NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	01/27/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of November 22, 2013 (this "*Agreement*"), among TRANSILWRAP COMPANY, INC., an Illinois corporation, and QUEST ACQUISITION COMPANY, LLC, a Delaware limited liability company (collectively and individually, "*Grantor*") and CIT FINANCE LLC, a Delaware limited liability company, as administrative agent (in such capacity, the "*Administrative Agent*").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the "*Guarantee and Collateral Agreement*"), among (i) TWC MERGER SUB INC., a Delaware corporation ("*TWC Merger Sub*"), (ii) immediately upon the consummation of the Acquisition (as defined in the Credit Agreement (as defined below), TRANSILWRAP HOLDINGS, INC., a Delaware corporation ("*Transilwrap Holdings*"), and Grantor (and together with TWC Merger Sub, Transilwrap Holdings, and any other borrower party from time to time joined to the Credit Agreement, the "*Borrowers*" and each a "*Borrower*"), (iii) TW HOLDINGS, INC., a Delaware corporation ("*TW Holdings*"), and TWC ACQUISITION COMPANY, a Delaware corporation ("*TWC Acquisition*"; and together with TW Holdings, collectively and individually, "*Holdings*"), (iv) immediately upon the consummation of the Acquisition, the other Subsidiary Guarantors (as defined in the Guarantee and Collateral Agreement) identified therein, (v) Administrative Agent and (vi) the Issuers (as defined in the Guarantee and Collateral Agreement) party thereto from time to time, and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrowers, Holdings, the lenders from time to time party thereto (the "*Lenders*") and the Administrative Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a 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 Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording

applications filed in connection therewith, including registrations and registration applications 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, and all extensions or renewals thereof, including those listed on Schedule I (collectively, the "**Trademarks**"), (b) all goodwill associated with or symbolized by the Trademarks and (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above to the extent that any such items do not constitute Article 9 Collateral (as defined in the Guarantee and Collateral Agreement).

SECTION 3. **Guarantee and Collateral Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

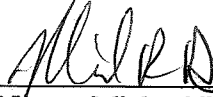
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(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

TRANSILWRAP COMPANY, INC.,
an Illinois corporation

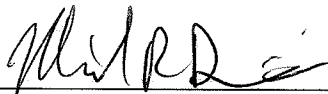
By: 

Name: Michael R. Denvir

Title: President

QUEST ACQUISITION COMPANY, LLC,
a Delaware limited liability company

BY: TRANSILWRAP COMPANY, INC.,
its sole member

By: 

Name: Michael R. Denvir

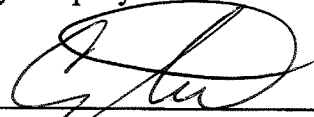
Title: President

(Signature Page to Trademark Security Agreement)

ADMINISTRATIVE AGENT:

CIT FINANCE LLC, a Delaware limited liability company

By: _____



Name: Christopher G. Todaro

Title: Authorized Signatory

Schedule I

Trademark Collateral

**TRADEMARKS AND TRADEMARK APPLICATIONS OWNED BY TRANSILWRAP
COMPANY, INC. and QUEST ACQUISITION COMPANY, LLC**

Territory	Trademark	Date of Registration/ Date of Application	Registration/ Application Number
U.S.	TRANS KOTE	March 3, 1970	886,954
U.S.	TXP	August 10, 1982	1,204,455
U.S.	PRO-PRINT	February 5, 1985	1,318,108
U.S.	TRANSILPRINT	November 14, 1989	1.565.915
U.S.	P-300	September 22, 1998	2,190,806
U.S.	TRANSALLOY	February 16, 1999	2,224,121
U.S.	WALKER TALKER	March 16, 1999	2,231,811
U.S.	DIGIKOTE	February 8, 2000	2,315,347
U.S.	MXM	November 21, 2000	2,406,365
U.S.	TRANSVY	December 5, 2000	2.410,718
U.S.	RAPID TRANS SHEET & DESIGN	August 27, 2002	2,611,523
U.S.	PAM	September 3, 2002	2,615,372
U.S.	TRANSGUARD	October 22, 2002	2,639,353
U.S.	CLING-MATE	March 11, 2003	2,695,096
U.S.	DIGICORE	May 18, 2004	2,842,696
U.S.	TXP	August 16, 2010	2,866,337
U.S.	TRANSPAQUE	September 7, 2004	2,881,045
U.S.	TRANS-CORE	April 8, 2008	3,407,913

U.S	ECOLAM	November 11, 2008	3,530,544
U.S	TRANS-SEALING	November 23, 2010	85/184,060
U.S	TRANSMD	August 31, 2012	85/718,028
U.S	TRANSOLAR	August 31, 2012	85/718,023
U.S.	REAL PEEL	October 25, 2013	86/101,396

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RECORDED: 01/27/2014

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