

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Basic Concepts, Incorporated		01/24/2014	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	One U.S. Bank Plaza, 12th Floor, Mail Code SL-MO-T12M		
Internal Address:	Leveraged Finance Group		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63101		
Entity Type:	National Banking Association: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85521163	QUICKBERM	
Serial Number:	76551944	FAIL-SAFE	
Serial Number:	85521083	RIGID-LOCK QUICKBERM	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thompson Coburn LLP/William A. Holtz		
Address Line 1:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	299-96822		

CH \$90.00 85521163

NAME OF SUBMITTER:	William Holtz
Signature:	/William A. Holtz/
Date:	01/31/2014
<p>Total Attachments: 14</p> <p>source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page1.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page2.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page3.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page4.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page5.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page6.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page7.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page8.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page9.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page10.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page11.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page12.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page13.tif source=Basic Concepts, Incorporated Patent and Trademark Security Agreement#page14.tif</p>	

**PATENT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into this 24th day of January, 2014, by BASIC CONCEPTS, INCORPORATED, a South Carolina corporation ("Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself and any other entity which now or at any time hereafter shall execute that certain Loan Agreement dated as of January 24, 2014 by and among JUSTRITE MANUFACTURING COMPANY, L.L.C., (the "Borrower"), the Lenders from time to time party thereto, and U.S. Bank National Association as the L/C Issuer, the Swing Line Lender and the Agent, as the same may from time to time be amended, modified, extended, renewed or restated (as the same may be amended, modified, extended or renewed, the "Loan Agreement"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement.

WITNESSETH:

WHEREAS, Borrower is justly obligated to the Lenders, the L/C Issuer, the Swing Line Lender and Agent pursuant to the Loan Agreement; and

WHEREAS, as a condition precedent to the Agent, the Lenders, the Swing Line Lender and the L/C Issuer entering into that certain Amendment to Loan Agreement dated of even date herewith, the Agent, the Lenders, the Swing Line Lender and the L/C Issuer have required, among other things, that Debtor execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer as additional collateral security for all of Borrower's Obligations under the Loan Agreement and the other Transaction Documents; and

WHEREAS, in order to induce the Agent, the Lenders, the Swing Line Lender and the L/C Issuer to make loans to the Debtor, to issue letters of credit for the account of the Borrower or to make other financial accommodations for the benefit of the Borrower pursuant to the terms of the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer; and

WHEREAS, this Agreement is being executed in connection with and in addition to that certain Security Agreement dated as of the date hereof, under which Debtor has granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Debtor and all proceeds thereof,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Debtor hereby grants to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer a security interest in and lien on, all of Debtor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) above and any royalties, rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (i) any and all of the present and future Borrower's Obligations and (ii) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender upon the occurrence of an Event of Default, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Agent, the L/C Issuer, the Swing Line Lender and/or any Lender in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations"); provided that, "Secured Obligations" shall not include Excluded Swap Obligations.

Notwithstanding the foregoing, (a) this Agreement shall not constitute a grant of a security interest in any property (and "Collateral" shall not include such property) to the extent that and for as long as such grant of a security interest (i) is prohibited by any requirement of law, (ii) requires a filing with or consent from any governmental authority that has not been made or obtained, (iii) constitutes a breach or default under or results in the termination of, or requires any consent not obtained under, any lease, license, permit, contract or agreement or the abandonment, invalidation or unenforceability of any right, title or interest of the Debtor therein, or (iv) is in proceeds and products of any and all of the assets of the type subject to the applicable condition described in clauses (i) through (iii) above but only to the extent that such proceeds and products would constitute property or assets of the type subject to the applicable condition described in clauses (i) through (iii) above, except (and "Collateral" shall include any such property) to the extent

(A) that such requirement of law or provisions of any such lease, license, permit, contract or agreement is ineffective under applicable law or would be ineffective under Sections 9-406, 9-407, 9-408 or 9-409 of the Illinois UCC to prevent the attachment of the security interest granted hereunder or (B) that any consent or waiver has been obtained that would permit the Agent's security interest or lien notwithstanding the prohibition or restriction on the granting of a security interest in such contract, agreement, lease, permit, license, or license agreement or the potential abandonment, invalidation or unenforceability thereof, and the foregoing exclusions of clauses (A) and (B) shall in no way be construed to limit, impair, or otherwise affect any of the Agent's continuing security interests in and liens upon any rights or interests of Debtor in or to any proceeds of any such contract, agreement, lease, permit, license or license agreement not constituting property or assets of the type described in clauses (i) through (iii) above; (b) the security interest granted hereby (X) shall attach at all times to (and "Collateral" shall include) all proceeds of such property only to the extent that such proceeds would not constitute property or assets of the type described in clauses (i) through (iii) above, (Y) shall attach to (and "Collateral" shall include) such property immediately and automatically (without need for any further grant or act) at such time as the condition for exclusion described in clause (a) ceases to exist and (Z) to the extent severable shall in any event attach to (and "Collateral" shall include) all rights in respect of such property that are not subject to the applicable condition described in clause (a); and (c) this Agreement shall not constitute a grant of a security interest in (and "Collateral" shall not include) any Trademark applications filed in the United States Patent and Trademark Office on the basis of the Debtor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Representations, Warranties and Covenants of Debtor. Debtor hereby represents and warrants to the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, and covenants and agrees with the Agent, each of the Lenders, the Swing Line Lender and the L/C Issuer, that:

(a) all of the issued Patents and registered Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and to Debtor's knowledge none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability (except as otherwise specifically disclosed by Debtor in the Loan Agreement);

(b) to Debtor's knowledge, each of the issued Patents and registered Trademarks is valid and enforceable;

(c) (i) to Debtor's knowledge no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, other than U.S. Patent Number 7168588 of which Debtor is a 50% owner, free and clear of any and all Liens (other than Permitted Liens and any licenses granted in the ordinary course of Debtor's business), including, without limitation, any and all pledges, assignments, exclusive licenses, registered user agreements, shop rights and covenants by Debtor not to sue third persons, excluding only the security interest granted to the Agent for the ratable benefit of the Lenders, the Swing Line Lender and the L/C Issuer;

(e) Debtor has the unqualified right to enter into this Agreement and perform its terms;

(f) Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the issued Patents and registered Trademarks;

(g) Except with respect to any licenses granted in the ordinary course of Debtor's business, Debtor has the exclusive, royalty-free right to use the issued Patents and registered Trademarks, and Debtor agrees not to transfer any ownership interest or exclusive license rights or interests in any of the Patents or Trademarks during the term of this Agreement without the prior written consent of the Required Lenders; and

(h) Debtor has not received notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Product Quality. Debtor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Debtor certifying Debtor's compliance with the foregoing.

4. Further Assurances. Debtor further agrees that at any time and from time to time, at the expense of Debtor, Debtor will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents and Trademarks. If Debtor shall (i) become aware of any existing Patents or Trademarks of which Debtor has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents or Trademarks, or (iii) become entitled to the benefit of any Patents or Trademarks which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Agent prompt written notice thereof.

6. Modification by Agent. Debtor authorizes the Agent to modify this Agreement by amending Schedules A, B, C and/or D to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, covered by Paragraphs 1 and 5 hereof, without the signature of Debtor if permitted by applicable law.

7. [Reserved].

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies granted to it under this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with the goodwill of Debtor associated therewith), or any interest which Debtor may have therein, and after deducting from the proceeds of sale

or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations ratably among the Lenders, the Swing Line Lender and the L/C Issuer in the order set forth in the Loan Agreement. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to Debtor at least ten (10) Domestic Business Days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of Debtor, which right is hereby waived and released by the Debtor to the maximum extent permitted by applicable law. Debtor agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent, any of the Lenders, the Swing Line Lender and/or the L/C Issuer of the Patents and Trademarks shall be worldwide but subject to any pre-existing license agreements with third parties, and without any liability for royalties or other related charges from the Agent, any of the Lenders, the Swing Line Lender or the L/C Issuer to Debtor, and Agent may, at the direction of the Required Lenders, terminate any rights of the Debtor to use or license others to use any of the Patents and/or Trademarks. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself, the Lenders, the Swing Line Lender and the L/C Issuer, as applicable) to enforce Debtor's rights under any and all of the Patents and/or Trademarks, and, if the Agent shall commence any such suit, Debtor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Debtor shall pay all of the Secured Obligations in full (other than contingent indemnification obligations), (ii) Agent, the Lenders, the Swing Line Lender and the L/C Issuer shall have no further commitments or obligations to advance funds, make loans, issue letters of credit and/or extend credit to or for the account of the Debtor under the Loan Agreement, any other Transaction Document or otherwise, (iii) no Letters of Credit shall remain outstanding unless cash collateralized pursuant to Section 2.04(n) of the Loan Agreement or in a manner otherwise satisfactory to the L/C Issuer in its sole discretion or unless a back-to-back letter of credit has been issued by a third-party bank acceptable to the L/C Issuer with respect thereto in a form acceptable to the L/C Issuer in its sole discretion, (iv) no Swap Contracts between the Debtor and any Lender shall remain in effect (unless otherwise agreed in writing by the Lender party to any such Swap Contract), and (v) the Loan Agreement shall have expired or have been terminated in accordance with its terms, this Agreement shall terminate and the Agent shall execute and deliver to Debtor all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof, which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all reasonable out-of-pocket fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by Debtor on demand by the Agent and until so

paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2.00%) over and above the Adjusted Base Rate (which interest rate shall fluctuate as and when the Adjusted Base Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Debtor.

11. Preservation of Patents and Trademarks. Debtor shall have the duty, to the extent determined by Debtor in its reasonable business judgment to be prudent, to (i) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) make application on unpatented but patentable inventions and on trademarks and service marks and (iii) preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with Debtor's obligations under this Section 11 shall be borne by Debtor.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Debtor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse Debtor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents and Trademarks, or to grant or issue any license under the Patents and Trademarks to anyone else, subject to standard, commercially reasonable trademark usage and quality control requirements and other license restrictions and any prior licenses granted by Debtor under any of the Patents or Trademarks, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and Trademarks to anyone else. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Debtor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Debtor and the Agent and consented to by the Required Lenders, except as provided otherwise in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Debtor may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the substantive laws of the State of Illinois (without reference to conflict of law principles).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent and Trademark Security Agreement this 24th day of January, 2014.

BASIC CONCEPTS, INCORPORATED ("Debtor")

By *Russell Guffee*
Russell Guffee, Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Agent (the "Agent")

By _____
Juli Van Hook, Senior Vice President

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF SC)
COUNTY OF Anderson) SS

On this 03 day of January, 2014, before me personally appeared Russell Guffee, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of BASIC CONCEPTS, INCORPORATED, a South Carolina corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Kathy Mell
Notary Public

My Commission Expires:

11-19-17

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS

On this ___ day of January, 2014, before me appeared Juli Van Hook, to me personally known, who, being by me duly sworn, did say that she is a Senior Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Senior Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires:

ACKNOWLEDGEMENT PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

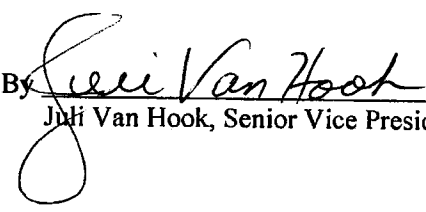
TRADEMARK
REEL: 005207 FRAME: 0378

IN WITNESS WHEREOF, Debtor and the Agent have executed this Patent and Trademark Security Agreement this 24th day of January, 2014.

BASIC CONCEPTS, INCORPORATED ("Debtor")

By _____
Russell Guffee, Vice President

U.S. BANK NATIONAL ASSOCIATION,
as Agent (the "Agent")

By  _____
Juli Van Hook, Senior Vice President

SIGNATURE PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005207 FRAME: 0379

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of January, 2014, before me personally appeared Russell Guffee, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of BASIC CONCEPTS, INCORPORATED, a South Carolina corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

(Seal)

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 23 day of January, 2014, before me appeared Juli Van Hook, to me personally known, who, being by me duly sworn, did say that she is a Senior Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said Senior Vice President acknowledged said instrument to be the free act and deed of said association.

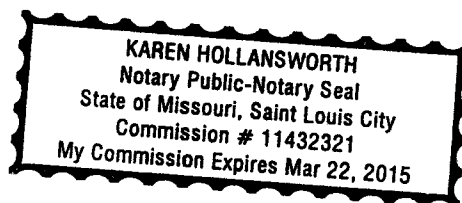
IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.

(Seal)

Karen Hollansworth
Notary Public

My Commission Expires:

3-22-2015



ACKNOWLEDGEMENT PAGE TO
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005207 FRAME: 0380

SCHEDULE A
United States Patents

COUNTRY	PATENT NO	APPLN. NO. / REG. DATE	DESCRIPTION	STATUS
USA	5762233		OUTSIDE SUPPORT QUICKBERM AND REVERSA-STRAP	ISSUED
CANADA	2239839		OUTSIDE SUPPORT QUICKBERM AND REVERSA-STRAP	ISSUED
USA	5928751		DRIP BERM WITH WELDED IN MESH	ISSUED
USA	7374062		MODULAR CHANNEL QUICKBERM	ISSUED
CANADA	2525307		MODULAR CHANNEL QUICKBERM	ISSUED
USA	RE39,971		FAIL-SAFE	ISSUED
CANADA	2426380		FAIL-SAFE	ISSUED
USA	7168588		MULTI-COMPARTMENT DECON QUICKBERM	ISSUED - 50% OWNED BY DHS
USA	8562251		RIGID-LOCK QUICKBERM	ISSUED
CANADA		2748109	RIGID-LOCK QUICKBERM	ISSUED
USA	11588130		ALL TERRAIN BERM	ISSUED
CANADA	2619792		ALL TERRAIN BERM	ISSUED
CANADA	2426380		A PORTABLE CONTAINMENT	ISSUED

SCHEDULE B
United States Patent Applications

COUNTRY	PATENT NO	APPLN. NO. / REG. DATE	DESCRIPTION	STATUS
USA		2013/0240538	RIGID-LOCK QUICK BERM	PENDING

SCHEDULE C
United States Federal and State Trademarks

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
QUICKBERM	USA	85521163	1/20/12	4303847	3/19/13	
FAIL-SAFE	USA	76551944	10/14/03	3042254	1/16/06	
RIGID-LOCK QUICKBERM	USA	85521083	1/20/12	4303846	3/19/13	
LIQUIDSEAL						UNREGISTERED
WAVEGUARD						UNREGISTERED
105 TRAILER BERM						UNREGISTERED
RIGID CONTAINMENT SYSTEM						UNREGISTERED
EXPANDABLE CONTAINMENT SYSTEM						UNREGISTERED
SENTRY LIFE						UNREGISTERED
ALL TERRAIN BERM						UNREGISTERED
HIGH WALL BERM						UNREGISTERED
MAKE-A-BERM						UNREGISTERED

SCHEDULE D
United States Trademark Applications

None.