

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM297872

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENVIRONMENTAL MATERIALS, LLC		03/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK, as Administrative Agent		
<b>Street Address:</b>	222 South Riverside Plaza		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3317975	S	
<b>Registration Number:</b>	3329352	INSPIRED BY NATURE CRAFTED WITH PRECISIO	
<b>Registration Number:</b>	3344075	S	
<b>Registration Number:</b>	3344076	INSPIRED BY NATURE CRAFTED WITH PRECISIO	
<b>Registration Number:</b>	3448054	ENVIRONMENTAL STONWORKS	
<b>Registration Number:</b>	4448674	CLIPSTONE	
<b>Serial Number:</b>	86183720	CLIPSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergkohn.com		
<b>Correspondent Name:</b>	Nancy Brougher, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6741.038		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		

OP \$190.00 3317975

<b>SIGNATURE:</b>	/njb/
<b>DATE SIGNED:</b>	03/12/2014
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of March, 2014, by Environmental Materials, LLC, a Delaware limited liability company ("Grantor"), in favor of Fifth Third Bank, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Environmental Materials, LLC, Grantee and Lenders are parties to a certain Credit Agreement dated March 11, 2014 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated March 11, 2014 among Grantor, certain Affiliates of Grantor, and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of 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 now owned and hereafter acquired Trademarks (as defined in the Security Agreement), including the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Without limiting any terms or conditions set forth in this Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. 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 its benefit and the benefit of 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 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 hereafter created, acquired or arising:

(i) each Trademark and application for Trademark set forth on Schedule 1 annexed hereto, together with any reissues, continuations, extensions or renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds 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.

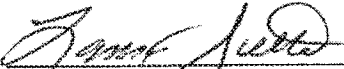
Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademark Collateral" shall not include any "intent to use" trademark application until such time as a statement of use or an amendment to allege use has been filed with the U.S. Patent and Trademark Office.

3. Miscellaneous. **THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lenders and their respective successors and assigns. This Agreement is primarily for the purposes of recording in the United States Patent and Trademark Office. To the extent of any conflict between this Agreement and the Security Agreement, the provisions of the Security Agreement shall control.

[Signature pages follow]

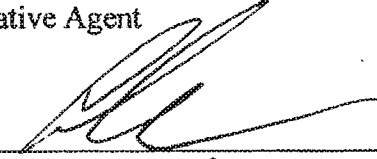
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**ENVIRONMENTAL MATERIALS, LLC**

By:   
Name: Lanson Sutter  
Title: Exec. Vice President, Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**FIFTH THIRD BANK,**  
as Administrative Agent

By:   
Name: ASHLEY SMITH  
Title: VICE PRESIDENT

Schedule 1

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
Stylized "S"	3,317,975	10/23/2007
INSPIRED BY NATURE CRAFTED WITH PRECISION	3,329,352	11/06/2007
Stylized "S"	3,344,075	11/27/2007
INSPIRED BY NATURE CRAFTED WITH PRECISION	3,344,076	11/27/2007
ENVIRONMENTAL STONEWORKS	3,448,054	06/17/2008
ClipStone	4,448,674	12/10/2013

Clipstone, Serial Number 86183720, Application filed 2/4/14, registration pending.