

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298695

<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>
ILC DOVER LP		03/20/2014	LIMITED PARTNERSHIP: DELAWARE
ILC DOVER IP, INC.		03/20/2014	CORPORATION: DELAWARE
GRAYLING INDUSTRIES, INC.		03/20/2014	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GCI CAPITAL MARKETS LLC, as Collateral Agent		
<b>Street Address:</b>	150 South Wacker Dr.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1218064		
<b>Registration Number:</b>	2350491	ARMORFLEX	
<b>Registration Number:</b>	2498554	DOVERPAC	
<b>Registration Number:</b>	4253956	SCAPE	
<b>Registration Number:</b>	3363401	SENTINEL XL	
<b>Registration Number:</b>	3819811	G2PAC	
<b>Registration Number:</b>	3879842	CONTROL	
<b>Registration Number:</b>	1591554	CONTROL	
<b>Registration Number:</b>	2519740	GRAYLING	
<b>Registration Number:</b>	1942289	GUARDIAN	
<b>Registration Number:</b>	1541372	AVAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637867		
<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>	3128637267		
<b>Email:</b>	jaclyn.digrande@goldbergekohn.com		
		<b>TRADEMARK</b>	

**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Ste 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 6483.077

**NAME OF SUBMITTER:** Jaclyn Di Grande

**SIGNATURE:** /jaclyn di grande/

**DATE SIGNED:** 03/20/2014

**Total Attachments: 12**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATENTS AND TRADEMARKS)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS AND TRADEMARKS) (this "**Agreement**") is made as of March 20, 2014 (the "**Effective Date**") by ILC DOVER LP, a Delaware limited partnership, ILC DOVER IP, INC., a Delaware corporation, and GRAYLING INDUSTRIES, INC., a Georgia corporation (collectively, the "**Grantors**") in favor of GCI CAPITAL MARKETS LLC, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 20, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation but subject to the exceptions under the Pledge and Security Agreement, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following (collectively, other than any Excluded Asset (as defined in the Pledge and Security Agreement), the "**Intellectual Property Collateral**"):

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, and with respect to any and all of the foregoing: (i) all registrations, provisional applications and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; and (vi) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**");

(b) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and with respect to any and all of the foregoing: (i) all registrations and applications referred to in Schedule 1 hereto; (ii) all extensions or renewals thereof; (iii) all of the goodwill of the business associated with the use of and symbolized thereby; (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit, but excluding any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 USC. § 1051(b), prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of the security interest of the Collateral Agent, for the benefit of the Secured Parties, with respect thereto would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal law (collectively, the "**Trademarks**"); and

(c) All agreements, licenses and covenants providing for the granting of any right in or to Patents, Trademarks or otherwise providing for a covenant not to sue or permitting co-existence (in the case of Trademarks) (whether the applicable Grantor is licensee or licensor thereunder) regarding Patent or Trademark, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable to the applicable Grantor with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement (as defined in the Pledge and Security Agreement). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**ILC DOVER LP**

By: ILC DOVER I LLC, its general partner

By: ED D HERRING  
Name: Edward D. Herring  
Title: Vice President Finance and Administration  
& Secretary

**ILC DOVER IP, INC.**

By: ED D HERRING  
Name: Edward D. Herring  
Title: Secretary

**GRAYLING INDUSTRIES, INC.**

By: ED D HERRING  
Name: Edward D. Herring  
Title: Secretary

**GCI CAPITAL MARKETS LLC**, as Collateral Agent

By: GC Advisors LLC, its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**ILC DOVER LP**

By: ILC DOVER I LLC, its general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ILC DOVER IP, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRAYLING INDUSTRIES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GCI CAPITAL MARKETS LLC, as Collateral Agent**

By: GC Advisors LLC, its sole member



By:  \_\_\_\_\_

Name: Robert G. Tuchscherer

Title: Managing Director

SCHEDULE 1

**TRADEMARKS**

Mark	Country	Owner	Appl. No. Filing Date	Reg. No. Reg. Date
	US	ILC DOVER IP, INC.	73/225405 30-JUL-1979	1218064 30-NOV-1982
ARMORFLEX	US	ILC DOVER IP, INC.	75/295125 20-MAY-1997	2350491 16-MAY-2000
DOVERPAC	US	ILC DOVER IP, INC.	75/295136 20-MAY-1997	2498554 16-OCT-2001
SCAPE	US	ILC DOVER IP, INC.	85/605464 23-APR-2012	4253956 04-DEC-2012
SENTINEL XL	US	ILC DOVER LP	78/744684 01-NOV-2005	3363401 01-JAN-2008
G2PAC	US	ILC DOVER LP	78/810230 08-FEB-2006	3819811 13-JUL-2010
CONTROL	US	GRAYLING INDUSTRIES, INC.	85/012949 13-APR-2010	3879842 23-NOV-2010
CONTROL	US	GRAYLING INDUSTRIES, INC.	73/795096 24-APR-1989	1591554 17-APR-1990
GRAYLING Logo 	US	GRAYLING INDUSTRIES, INC.	76/134355 19-SEP-2000	2519740 18-DEC-2001
GUARDIAN	US	GRAYLING INDUSTRIES, INC.	74/550742 18-JUL-1994	1942289 19-DEC-1995
AVAIL	US	GRAYLING INDUSTRIES, INC.	73/759077 24-OCT-1988	1541372 30-MAY-1989



# PATENTS

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
RIGIDIZABLE PLASTIC COMPOSITES AND MANUFACTURING METHOD THEREFOR	Australia	ILC DOVER INC	199659533 1996-05-30	199659533 1996-12-18
METHOD OF LINEAR ACTUATION BY INFLATION AND APPARATUS THEREFOR	Australia	ILC DOVER INC	200060460 2000-03-21	200060460 2000-10-16
SPACE ERECTED INFLATABLE STRUCTURE	Australia	ILC DOVER INC	200063335 2000-03-21	200063335 2000-11-14
DEPLOYABLE SPACE FRAME AND METHOD OF DEPLOYMENT THEREFOR	Australia	ILC DOVER INC	200063338 2000-03-23	200063338 2001-10-03
METHOD OF SEALING A SEWN SEAM	Australia	ILC DOVER INC	2001298058 2001-10-02	2001298058 2003-07-09
IMPROVEMENTS TO ENVIRONMENTAL PRESSURE SUITS	Australia	ILC DOVER INC	200161059 2001-04-27	200161059 2001-11-12
BARRIER GLOVE	Australia	ILC DOVER INC	2002256059 2002-04-04	2002256059 2005-10-13
SHIP ENCLOSURE SYSTEM AND METHOD THEREFOR	Australia	ILC DOVER INC	2002330865 2002-07-10	2002330865 2005-10-13
FLEXIBLE CONTAINMENT CHARGING DEVICE	Australia	ILC DOVER INC	2003214201 2003-03-17	2003214201 2003-10-20
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	Australia	ILC DOVER INC	2003265298 2003-07-28	2003265298 2004-04-19
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Canada	ILC DOVER LP	200000236231 6 2/9/2000	2362316 6/17/2008

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Canada	ILC DOVER LP	200000259160 2 2/9/2000	2591602 10/12/2010
FLEXIBLE CONTAINMENT CHARGING DEVICE	Canada	ILC DOVER INC.	2481033 2003-03-17	2481033 2003-10-16
FLEXIBLE DISPOSABLE VESSEL	Canada	ILC DOVER INC.	2514196 2004-02-13	2514196 2004-08-26
THERMOPLASTIC ELASTOMERIC ATTACHMENT SYSTEM FOR TRANSFER OF PARTICULATE MATERIALS	Canada	ILC DOVER LP	2756782 2010-03-26	2756782 2010-09-30
APPARATUS FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	200000090854 9 2/9/2000	1175342 8/30/2006
FLEXIBLE CONTAINMENT CHARGING DEVICE	EU	ILC DOVER Inc.	03711609.2 3/17/2003	1497191 9/2/2009
METHOD FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	200000611967 2 2/9/2000	1721829 7/30/2008
METHOD FOR THE CONTAINED TRANSFER OF PARTICULATES	EU	ILC DOVER LP	200000611967 3 2/9/2000	1728717 8/13/2008
Thermoplastic Elastomeric Attachment System for Transfer of Particulate Materials	EU	ILC Dover LP	EP 10756969 3/26/2010	EP 2411286 2/1/2012
VERFAHREN ZUM KONTROLLIERTEN TRANSFERIEREN VON PARTIKELN	Germany	ILC DOVER INC	60039731 2000-02-09	60039731 2008-09-11
VERFAHREN ZUM KONTROLLIERTEN TRANSFERIEREN VON PARTIKELN	Germany	ILC DOVER INC	60039927 2000-02-09	60039927 2008-09-25
VORRICHTUNG ZUM TRANSFERIEREN VON PARTIKELN IN BEHÄLTERN	Germany	ILC DOVER LP	200006003042 6 2/9/2000	60030426 5/3/2007

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
Vessel for use in mixing, reacting, fermenting, filtering, sterilizing, lysing, and/or ion-exchanging material comprises flexible walls joined to first or second end and septum spaced between ends and attached to flexible walls	India	ILC DOVER INC	2005KN1451 2005-07-26	233662 2009-04-03
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Intl. Register	ILC DOVER LP	2000US000331 1 2/9/2000	0047473 8/17/2000
SPACE ERECTED INFLATABLE STRUCTURE	Intl. Register	ILC DOVER LP	2000US000734 3 3/21/2000	0061894 10/19/2000
DEPLOYABLE SPACE FRAME AND METHOD OF DEPLOYMENT THEREFOR	Intl. Register	ILC DOVER LP	2000US000770 6 3/23/2000	0171126 9/27/2001
IMPROVEMENTS TO ENVIRONMENTAL PRESSURE SUITS	Intl. Register	ILC DOVER LP	2001US001364 1 4/27/2001	0184020 3/20/2008
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	Intl. Register	ILC DOVER LP	2003US002336 8 7/28/2003	04028674 11/11/2004
FLEXIBLE DISPOSABLE VESSEL	Intl. Register	ILC DOVER LP	2004US000436 2 2/13/2004	04071884 3/24/2005
METHOD OF LINEAR ACTUATION BY INFLATION AND APPARATUS THEREFOR	Intl. Register	ILC DOVER INC   CADOGAN DAVID P   FOLKE JOHN K   LIN JOHN K   SANDY CHARLES R	2000US7346 2000-03-21	2000057685 2002-07-11
BARRIER GLOVE	Intl. Register	ILC DOVER INC.   BELL BRUCE CONNARD	2002US10456 2002-04-04	2002080713 2003-07-31
SHIP ENCLOSURE SYSTEM AND METHOD THEREFOR	Intl. Register	ILC DOVER INC.	2002US21665 2002-07-10	2003006307 2003-06-26
METHOD OF SEALING A SEWN SEAM	Intl. Register	ILC DOVER INC.	2001US30626 2001-10-02	2003053678 2003-07-03
FLEXIBLE CONTAINMENT CHARGING DEVICE	Intl. Register	ILC DOVER INC.	2003US8114 2003-03-17	2003084831 2003-10-16

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
INFLATABLE RIGIDIZABLE BOOM	Intl. Register	ILC DOVER INC.	2004US2765 2004-02-02	2004072413 2004-10-07
DEPLOYABLE, RIGIDIZABLE WING	Intl. Register	ILC DOVER INC.	2004US2979 2004-02-03	2005000671 2006-12-07
THERMOPLASTIC ELASTOMERIC ATTACHMENT SYSTEM FOR TRANSFER OF PARTICULATE MATERIALS	Intl. Register	ILC DOVER LP	2010US002895 6 3/26/2010	2010111677 9/30/2010
HOOD MASK AND AIR FILTER SYSTEM AND METHOD OF MANUFACTURE THEREOF	Israel	ILC DOVER LP	199100009849 0 6/13/1991	98490 10/31/1996
Inflatable and rigidizable structure for truss structures to support e.g. telescope in space or antennae on land/water has a foldable frame of fiber and resin material encased between inner inflatable and outer membranes	Japan	ILC DOVER INC.	2006503214 2004-02-02	2006516514 2006-07-06
Vessel for use in mixing, reacting, fermenting, filtering, sterilizing, lysing, and/or ion-exchanging material comprises flexible walls joined to first or second end and septum spaced between ends and attached to flexible walls	Japan	ILC DOVER INC.	2006503576 2004-02-13	2007536068 2007-12-13
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	Singapore	ILC DOVER LP	200300000644 5 2/9/2000	122791 6/29/2006
THERMOPLASTIC ELASTOMERIC ATTACHMENT SYSTEM FOR TRANSFER OF PARTICULATE MATERIALS	Singapore	ILC DOVER LP	20116939 2010-03-26	174914 2011-11-28
METHOD OF MAKING THREE DIMENSIONAL ARTICLES FROM RIGIDIZABLE PLASTIC COMPOSITES	US	ILC Dover IP, Inc.	08/459670 6/2/1995	5651848 7/29/1997
ASSEMBLY FOR ATTACHING FABRIC TO METAL AND METHOD OF FABRICATION THEREFOR	US	ILC Dover IP, Inc.	09/589771 6/9/2000	6612360 9/2/2003
SPACE ERECTED INFLATABLE STRUCTURE	US	ILC Dover IP, Inc.	09/700980 11/22/2000	6647668 11/18/2003
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	US	ILC Dover IP, Inc.	09/500460 2/9/2000	6653377 11/25/2003

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
ENVIRONMENTAL PRESSURE SUITS AND METHOD OF MANUFACTURE	US	ILC Dover IP, Inc.	09/980822 12/6/2001	6742193 6/1/2004
ASSEMBLY FOR ATTACHING FABRIC TO METAL AND METHOD OF FABRICATION THEREFOR	US	ILC Dover LP	10/650806 8/29/2003	6881689 4/19/2005
INFLATABLE RIGIDIZABLE BOOM	US	ILC DOVER LP	10/358126 2/4/2003	6910308 6/28/2005
FLEXIBLE DISPOSABLE VESSEL	US	ILC DOVER LP	10/777088 2/13/2004	7033499 4/25/2006
MIXING VESSEL AND METHOD OF USE	US	ILC DOVER LP	11/406496 4/19/2006	7431837 10/7/2008
THIN FILM SOLAR CELL INFLATABLE ULTRAVIOLET RIGIDIZABLE DEPLOYMENT HINGE	US	ILC DOVER LP, Thomas W. Kerslake, The Aerospace Corporation, Lockheed Martin Corporation	10/771719 2/3/2004	7709729 5/4/2010
SYSTEM FOR THE CONTAINED TRANSFER OF PARTICULATES	US	ILC Dover LP	11/280932 11/17/2005	RE40840 7/7/2009
RIGIDIZABLE PLASTIC COMPOSITES AND MANUFACTURING METHODS THEREFOR	US	ILC Dover IP, Inc.	08/832157 4/2/97	5874151 2/23/99
BRAKING APPARATUS	US	ILC Dover IP, Inc.; Alliant Techsystem Inc.	09/566983 5/9/00	6422357 7/23/02
METHOD OF LINEAR ACTUATION BY INFLATION AND APPARATUS THEREFOR	US	ILC Dover IP, Inc.	09/700054 11/9/00	6508036 1/21/03
DEPLOYABLE SPACE FRAME AND METHOD OF DEPLOYMENT THEREFOR	US	ILC Dover IP, Inc.	09/937763 10/1/01	6735920 5/18/04
BIOPROCESS CONTAINER, BIOPROCESS CONTAINER MIXING DEVICE AND METHOD OF USE THEREOF	US	ILC Dover IP, Inc.	10/256070 9/27/02	6837610 1/4/05
DEPLOYABLE FLEXIBLE FLOOD MITIGATION DEVICE	US	ILC Dover IP, Inc.	14/048484 10/8/13	

Title	Country	Owner	Appl. No. Filing Date	Patent No. Issue Date
PALLETIZED BULK BAG	US	Grayling Industries, Inc.	09/299452 4/26/1999	6533121 3/18/2003
METHOD OF JOINING FLEXIBLE SHEETS TO TUBES	US	Grayling Industries, Inc.	09/317464 5/24/1999	6315849 11/13/2001
SAFETY GLOVE BAG AND METHOD OF MAKING SAME	US	Grayling Industries, Inc.	08/329,402 10/27/1994	5536077 7/16/1996
SAFETY GLOVE BAG AND METHOD OF MAKING SAME	US	Grayling Industries, Inc.	08/293187 8/19/1994	5553933 9/10/1996
REUSABLE BULK BAG WITH LINER	US	Grayling Industries, Inc.	08/548056 10/25/95	5762421 6/9/98
BULK BAG AND METHOD FOR PRODUCING SAME	US	Grayling Industries, Inc.	09/013274 1/25/98	6010245 1/4/00
Lined bulk bag	US	Grayling Industries, Inc.	09/499168 2/7/00	6305845 10/23/01
PRESSURIZED LINER	US	Grayling Industries, Inc.	13/273386 10/14/11	
FLEXIBLE CONTAINER LINER	US	Grayling Industries, Inc.	13/650,667 10/12/2012	
DRUM LINER AND METHOD OF MANUFACTURING SAME	US	Grayling Industries, Inc.	13/693,924 12/4/2012	