

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVI Services Inc.		04/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company		
Street Address:	25 South Charles Street		
Internal Address:	12th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21201		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3763905	FLAGSHIPPDG	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	052988/417382		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	04/24/2014		
Total Attachments: 4			
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OP \$40.00 3763905

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, LVI SERVICES INC., a Delaware corporation (the “Grantor”), with principal offices at 150 W. 30th Street, 8th Floor, New York, New York 10001, on this 24th day of April, 2014, assigns and grants to MANUFACTURERS AND TRADERS TRUST COMPANY, as Collateral Agent (together with its successors and assigns, the “Grantee”) with principal offices at 25 South Charles Street, 12th Floor, Baltimore, Maryland 21201, a security interest in (i) all of the Grantor’s right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the “Trademarks”) set forth on Schedule A attached hereto and all reissues, reexaminations, divisions, extensions or renewals thereof; (ii) all of the Grantor’s right, title and interest in and to the patents, patent applications and patent licenses (the “Patents”) set forth on Schedule B attached hereto and all reissues, reexaminations, divisions, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition or breach regarding the same.

THIS GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Secured Obligations” of the Grantor, as such term is defined in that certain Amended and Restated First Lien Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 24, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee 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, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

LVI SERVICES INC., as Grantor

By: _____

Name:

Title: PAUL S. CUTRONE
VICE PRESIDENT

TRADEMARKS

Mark	Registration Number	Registration Date
FLAGSHIPPDG	3763905	March 23, 2010

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None

REGISTERED PATENTS

None

PATENT APPLICATIONS

None

PATENT LICENSES

Patent	Filing Date	Registration No.
Composition and method to remove asbestos.	September 27, 1996	5,741,358
Composition and method to remove asbestos.	September 27, 1996	5,743,841
Composition and method to remove asbestos.	September 27, 1996	5,753,031
Composition and method to remove asbestos.	September 27, 1996	5,735,032
Composition and method to remove asbestos.	September 27, 1996	5,735,033
Composition and method to remove asbestos.	September 27, 1996	5,735,034
Composition and method to remove asbestos.	September 27, 1996	5,735,035