

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FONTANA AMERICA INCORPORATED		06/19/2014	CORPORATION: DELAWARE
FONTANA FASTENERS, INC.		06/19/2014	CORPORATION: DELAWARE
ACUMENT GLOBAL TECHNOLOGIES, INC.		06/19/2014	CORPORATION: DELAWARE
KING HOLDING CORPORATION		06/19/2014	CORPORATION: DELAWARE
ACUMENT INTELLECTUAL PROPERTIES, LLC		06/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
CAMCAR LLC		06/19/2014	LIMITED LIABILITY LIMITED PARTNERSHIP: DELAWARE
KING HOLDING US CORPORATION		06/19/2014	CORPORATION: DELAWARE
RING SCREW LLC		06/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
ACUMENT FASTENING SYSTEMS LLC		06/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
SATURN FASTENERS, INC.		06/19/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	2450 Colorado Ave, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	3406077	ACUFORM
Registration Number:	3332669	ACUMENT
Registration Number:	3332695	
Registration Number:	2209689	ACUPOINT
Registration Number:	1650575	AMSCOAT
Registration Number:	1674207	APPLIED SOLUTIONS
		TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1036609	AUDITORX
Registration Number:	1846122	AUTOSERT
Registration Number:	3426479	AUTOSERT
Serial Number:	86268751	AUTOSERT
Registration Number:	1538828	CAM KOAT
Registration Number:	1790127	CAMCAR
Registration Number:	3422666	CAMCAR
Registration Number:	1164342	CAMCORE
Registration Number:	1038670	CAMGRIP
Registration Number:	1102522	CAMRAIL
Registration Number:	1739417	S
Registration Number:	1713007	
Registration Number:	1687549	F
Registration Number:	1682630	F
Registration Number:	1365201	FLORTORX
Serial Number:	86122011	
Registration Number:	3391063	
Registration Number:	1804115	
Registration Number:	2146080	MAG-FORM
Registration Number:	3368050	MAG-FORM
Registration Number:	3446197	MAGGCERT
Registration Number:	2406564	MAGNASEAL
Registration Number:	1415692	MEDTORX
Registration Number:	1681765	
Registration Number:	4241382	NETSPECS
Registration Number:	1441769	PLASTORX
Registration Number:	1483043	POWERGRIP
Registration Number:	1383973	PREVALOK
Registration Number:	1037261	PUSHTITE
Registration Number:	3415435	QUALITY FIRST. ENGINEERED TO LAST.
Registration Number:	0790127	RAYCARL
Registration Number:	3388762	REZTITE
Registration Number:	1736035	S
Registration Number:	2304847	SATURN
Registration Number:	2322430	SATURN FASTENERS, INC.
Registration Number:	2319203	SFD
Registration Number:	1958792	SFT
Registration Number:	1661956	SOLUTIONS
Registration Number:	1008312	STRUX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1065665	STRUX
Registration Number:	1706253	STRUXTITE
Registration Number:	1988116	T
Registration Number:	1952178	T
Registration Number:	2690471	T15
Registration Number:	2690474	T20
Registration Number:	2706607	T25
Registration Number:	1801852	
Registration Number:	3434271	
Registration Number:	0847266	TORX
Registration Number:	2597471	TORX
Registration Number:	1153676	TORX
Registration Number:	0944014	TORX
Registration Number:	1032781	TORX
Registration Number:	1040018	TORX
Registration Number:	1814290	TORX PLUS
Registration Number:	1796755	TORX PLUS
Registration Number:	3380774	TORX PLUS
Registration Number:	2597481	TORX PLUS
Registration Number:	4037988	TORX PLUS
Registration Number:	1156140	TORXALIGN
Registration Number:	1368640	TORXSTEM
Registration Number:	1572882	ZINC-HEXX
Registration Number:	3433019	Z-FORM
Registration Number:	2729507	LELOK
Registration Number:	1675691	LE
Registration Number:	3813696	LE USA

CORRESPONDENCE DATA

Fax Number: 3128637806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher, Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 East Monroe Street, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.374

NAME OF SUBMITTER: Nancy Brougher

TRADEMARK

REEL: 005306 FRAME: 0440

SIGNATURE:	/njb/
DATE SIGNED:	06/20/2014
Total Attachments: 9 source=Fontana Trademark Security Agreement#page1.tif source=Fontana Trademark Security Agreement#page2.tif source=Fontana Trademark Security Agreement#page3.tif source=Fontana Trademark Security Agreement#page4.tif source=Fontana Trademark Security Agreement#page5.tif source=Fontana Trademark Security Agreement#page6.tif source=Fontana Trademark Security Agreement#page7.tif source=Fontana Trademark Security Agreement#page8.tif source=Fontana Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2014, among FONTANA AMERICA INCORPORATED, a Delaware corporation ("Fontana"), ACUMENT GLOBAL TECHNOLOGIES, INC., a Delaware corporation ("Acument"), KING HOLDING CORPORATION, a Delaware corporation ("King"), FONTANA FASTENERS, INC., a Delaware corporation ("Fontana Fasteners"; together with Fontana, King and Acument, the "Borrowers"), the subsidiaries of Fontana listed on Schedule I hereto (the "Subsidiary Parties") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, FFA Holding B.V., a Netherlands *besloten vennootschap met beperkte aansprakelijkheid* organized under the laws of the Netherlands ("Holdings"), the subsidiaries of Fontana party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to continue 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security 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, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the 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 such Grantor or in which such 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 sources of 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 office 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 II (the "Trademarks"), and

(b) all goodwill associate with or symbolized by the Trademarks;

(c) provided, however, that Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon filing of a statement of verified use pursuant to Section 1061(d) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

SECTION 3. *Security 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 Security Agreement; *provided, however,* that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Miscellaneous.*

(a) This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by electronic submission shall be effective as delivery of a manually executed counterpart of this Agreement.

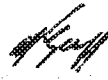
(b) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(c) Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

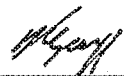
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

FONTANA AMERICA INCORPORATED

By: 
Name: Giuseppe Fontana
Title: Chairman

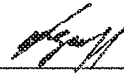
FONTANA FASTENERS, INC.

By: 
Name: Giuseppe Fontana
Title: Chairman

ACUMENT GLOBAL TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

KING HOLDING CORPORATION,

By: 
Name: Giuseppe Fontana
Title: President

**ACUMENT INTELLECTUAL PROPERTIES,
LLC,
CAMCAR LLC,
KING HOLDING US CORPORATION,
RING SCREW LLC,
ACUMENT FASTENING SYSTEMS LLC, and
SATURN FASTENERS, INC.**

Each By: _____
Name: _____
Title: _____

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


FONTANA AMERICA INCORPORATED

By: _____
Name: Giuseppe Fontana
Title: Chairman

FONTANA FASTENERS, INC.

By: _____
Name: Giuseppe Fontana
Title: Chairman


ACUMENT GLOBAL TECHNOLOGIES, INC.

By: 
Name: John R. Clark
Title: Exec. General Counsel & CAO

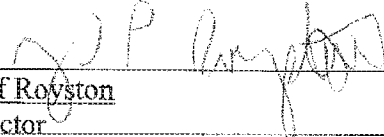
KING HOLDING CORPORATION,

By: _____
Name: Giuseppe Fontana
Title: President

**ACUMENT INTELLECTUAL PROPERTIES,
LLC,
CAMCAR LLC,
KING HOLDING US CORPORATION,
RING SCREW LLC,
ACUMENT FASTENING SYSTEMS LLC, and
SATURN FASTENERS, INC.**

Each By: 
Name: John R. Clark
Title: Exec. General Counsel & CAO

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Administrative Agent

By: 
Name: Jeff Royston
Title: Director

SCHEDULE I
SUBSIDIARY PARTIES

Entity Name
King Holding US Corporation
Acument Intellectual Properties, LLC
Acument Fastening Systems LLC
Camcar LLC
Ring Screw LLC
Saturn Fasteners, Inc.

SCHEDULE II

UNITED STATES TRADEMARKS

Mark	Jurisdiction	App. No.	Reg. No
ACUFORM	United States of America	77/038523	3406077
ACUMENT	United States of America	78/896586	3332669
ACUMENT SPIRAL LOGO	United States of America	78/905909	3332695
ACUPOINT	United States of America	75/267422	2209689
AMSCOAT	United States of America	74070807	1650575
APPLIED SOLUTIONS	United States of America	74136298	1674207
AUDITORX	United States of America	73/054872	1036609
AUTOSERT	United States of America	74/370820	1846122
AUTOSERT	United States of America	77/270884	3426479
AUTOSERT	United States of America	86/268751	
CAMKOAT	United States of America	754464	1538828
CAMCAR	United States of America	74345834	1790127
CAMCAR	United States of America	77/276502	3422666
CAMCORE	United States of America	73262619	1164342
CAMGRIP	United States of America	73/048037	1038670
CAMRAIL	United States of America	142953	1102522
Circle S logo	United States of America	74115074	1739417
Circle w/ cross bar logo	United States of America	74115071	1713007
ECOBOLT	United States of America	85/930404	
F	United States of America	74114937	1687549
F	United States of America	74114938	1682630
FLORTORX	United States of America	73/508169	1365201
Four Dots	United States of America	86/122011	
Four Dots	United States of America	77/142910	3391063
Four Dots	United States of America	74345835	1804115
MAG-FORM	United States of America	75/221162	2146080
MAG-FORM	United States of America	77/140676	3368050
MAGGCERT	United States of America	77/170865	3446197
MAGNASEAL	United States of America	75267423	2406564
MEDTORX	United States of America	73556449	1415692
Misc. Design (SATURN)	United States of America	74/144706	1681765
NETSPECS	United States of America	85/570677	4241382
PLASTORX	United States of America	73627063	1441769
POWERGRIP	United States of America	73663775	1483043
PREVALOK	United States of America	73547876	1383973
PUSHTITE	United States of America	73/054873	1037261
QUALITY FIRST.	United States of America	77/196789	3415435
RAYCARL	United States of America	72190445	790127
REZTITE	United States of America	77248912	3388762
S stylized logo	United States of America	74115070	1736035
SATURN	United States of America	75/492370	2304847
SATURN FASTENERS	United States of America	75/505498	2322430
SFD	United States of America	75638766	2319203
SFT	United States of America	74651274	1958792

Mark	Jurisdiction	App. No.	Reg. No
Solutions	United States of America	74136325	1661956
STRUX	United States of America	73011451	1008312
STRUX Stylized	United States of America	73104463	1065665
STRUXTITE	United States of America	74219317	1706253
T marking on head	United States of America	74630937	1988116
T stylized logo	United States of America	74429337	1952178
T15	United States of America	76375099	2690471
T20	United States of America	76375232	2690474
T25	United States of America	76375098	2706607
Three Radial Lines	United States of America	74345833	1801852
Three Radial Lines	United States of America	77/142675	3434271
TORX	United States of America	72/261117	847266
TORX	United States of America	76/206436	2597471
TORX	United States of America	73/238058	1153676
TORX	United States of America	72-266947	944014
TORX Logo	United States of America	73043766	1032781
TORX Logo	United States of America	73/043765	1040018
TORX PLUS	United States of America	74/227037	1814290
TORX PLUS	United States of America	74/801340	1796755
TORX PLUS	United States of America	77/193019	3380774
TORX PLUS	United States of America	76/207500	2597481
TORX PLUS LOGO	United States of America	85/254382	4037988
TORXALIGN	United States of America	73/251168	1156140
TORXSTEM	United States of America	508170	1368640
ZINC-HEXX	United States of America	73785004	1572882
Z-FORM	United States of America	78/809837	3433019

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Fontana Fasteners, Inc.	2729507	LELOX

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Fontana Fasteners, Inc.	1675691	LE

OTHER TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Fontana Fasteners, Inc.	3813696	USA Indiana	LEUSA

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Fontana Fasteners, Inc.	86/007,310 Notice of Allowance	USA Indiana	FFI

CANADIAN TRADEMARKS

Mark	Jurisdiction	App. No.	Reg. No
ACUMENT	Canada	1310147	699657
ACUMENT SPIRAL LOGO	Canada	1310650	701980
ACUPOINT	Canada	844617	497269
AUTOSERT	Canada	731380	462140
CAMCAR	Canada	1338123	706990
FLORTORX	Canada	617502	362254
Four Dots	Canada	1355953	TMA743713
MAG-FORM	Canada	844890	509184
MAGGCERT	Canada	1369162	736433
PLASTORX	Canada	1330848	710323
QUALITY FIRST.	Canada	1369871	779679
STRUX	Canada	440027	248420
TORX	Canada	338385	190977
TORX PLUS	Canada	698182	441218
TORX Stylized "O"	Canada	665470	428749
TORXSTEM	Canada	1330847	705769
Z-FORM	Canada	1309227	736016