

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMS ACQUISITION, LLC		01/27/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON CAPITAL INVESTMENT COMPANY II		
Street Address:	41 S. High Street		
Internal Address:	5th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4301813	PHD	
Registration Number:	2088572	THERMALITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	614-744-2949		
Email:	lhult@dickinsonwright.com		
Correspondent Name:	Laura L. Hult		
Address Line 1:	150 E. Gay Street		
Address Line 2:	Suite 2400		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	51755-36		
NAME OF SUBMITTER:	Laura L. Hult		
SIGNATURE:	/Laura L. Hult/		
DATE SIGNED:	02/17/2015		
Total Attachments: 23 source=51755-36#page1.tif			

OP \$65.00 4301813

source=51755-36#page2.tif
source=51755-36#page3.tif
source=51755-36#page4.tif
source=51755-36#page5.tif
source=51755-36#page6.tif
source=51755-36#page7.tif
source=51755-36#page8.tif
source=51755-36#page9.tif
source=51755-36#page10.tif
source=51755-36#page11.tif
source=51755-36#page12.tif
source=51755-36#page13.tif
source=51755-36#page14.tif
source=51755-36#page15.tif
source=51755-36#page16.tif
source=51755-36#page17.tif
source=51755-36#page18.tif
source=51755-36#page19.tif
source=51755-36#page20.tif
source=51755-36#page21.tif
source=51755-36#page22.tif
source=51755-36#page23.tif

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JANUARY 27, 2015 AMONG THE HUNTINGTON NATIONAL BANK (THE "SENIOR LENDER"), THE HUNTINGTON CAPITAL INVESTMENT COMPANY II (THE "MEZZANINE LENDER") AND AMS ACQUISITION, LLC (THE "BORROWER"), TO THE INDEBTEDNESS OWED BY THE BORROWER TO THE SENIOR LENDER; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SECURITY AND PLEDGE AGREEMENT

THIS SECURITY AND PLEDGE AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of January 27, 2015 among the parties identified as "Obligors" on the signature pages hereto and such other parties that may become Obligors hereunder after the date hereof (each individually an "Obligor" and collectively the "Obligors"), and THE HUNTINGTON CAPITAL INVESTMENT COMPANY II, in its capacity as lender (in such capacity, the "Lender") for the holders of the Secured Obligations (defined below).

RECITALS

WHEREAS, pursuant to the Senior Subordinated Note Purchase Agreement (as amended, restated, amended and restated, modified, supplemented, increased or extended from time to time, the "Purchase Agreement") dated as of the date hereof among AMS Acquisition, LLC a Delaware limited liability company and the Lender, the Lender has agreed to make a Loan upon the terms and subject to the conditions set forth therein; and

WHEREAS, this Agreement is required by the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) All capitalized terms used herein with reference to the Collateral and defined in the UCC from time to time shall have the meaning given therein unless otherwise defined herein. To the extent the definition of any category or type of Collateral is expanded by any amendment, modification or revision to the UCC, such expanded definition will apply automatically as of the effective date of such amendment, modification or revision. Other capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

(b) In addition, the following terms shall have the meanings set forth below:

"Collateral" has the meaning provided in Section 2 hereof.

"Copyright License" means any written agreement, naming any Obligor as licensor, granting any right under any Copyright.

“Copyrights” means (a) all registered United States copyrights in all Works, now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office, and (b) all renewals thereof.

“Intellectual Property” means all rights, title and interests in the intellectual property arising out of any requirement of Law and any IP Rights relating thereto, including all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses.

“Patent License” means any written agreement providing for the grant by or to an Obligor of any right to manufacture, use or sell any invention covered by a Patent.

“Patents” means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

“Pledged Equity” means, with respect to each Obligor, (a) 100% of the issued and outstanding Equity Interests of each Domestic Subsidiary (other than a Foreign Holding Company) that is directly owned by such Obligor and (b) 65% of the issued and outstanding Equity Interests entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) and 100% of the issued and outstanding Equity Interests not entitled to vote (within the meaning of Treas. Reg. Section 1.956-2(c)(2)) in each Foreign Holding Company and Foreign Subsidiary that is directly owned by such Obligor, including the Equity Interests of the Subsidiaries owned by such Obligor as set forth on Schedule 1 hereto, in each case together with the certificates (or other agreements or instruments), if any, representing such Equity Interests, and all options and other rights, contractual or otherwise, with respect thereto, including, but not limited to, the following:

(1) all Equity Interests representing a dividend thereon, or representing a distribution or return of capital upon or in respect thereof, or resulting from a stock split, revision, reclassification or other exchange therefor, and any subscriptions, warrants, rights or options issued to the holder thereof, or otherwise in respect thereof; and

(2) in the event of any consolidation or merger involving the issuer thereof and in which such issuer is not the surviving Person, all shares of each class of the Equity Interests of the successor Person formed by or resulting from such consolidation or merger, to the extent that such successor Person is a direct Subsidiary of an Obligor.

“Secured Obligations” means, without duplication, (a) all Obligations and (b) all reasonable out-of-pocket costs and expenses incurred in connection with enforcement and collection of the Obligations, including the fees, charges and disbursements of counsel.

“Trademark License” means any written agreement providing for the grant by or to an Obligor of any right to use any Trademark.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof.

“UCC” means the Uniform Commercial Code as in effect from time to time in the state of Ohio except as such term may be used in connection with the perfection of the Collateral and then the applicable jurisdiction with respect to such affected Collateral shall apply.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code.

2. Grant of Security Interest in the Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, each Obligor hereby grants to the Lender, for the benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in and to all of the following real and personal property owned by such Obligor, whether now owned or existing, or hereafter arising or acquired or received by such Obligor, wherever located (collectively, the “Collateral”):

(a) all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property; all Investment Property and Subsidiary Interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to such Obligor from any Account Debtors relating to the Accounts; other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, Instruments (including promissory notes), Chattel Paper (including electronic chattel paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such Letter of Credit is evidenced by a writing); all Supporting Obligations; all real and personal property of third parties in which such Obligor has been granted a lien or security interest as security for the payment or enforcement of Accounts; and any other goods or personal property, if any, in which such Obligor may hereafter in writing grant a security interest to the Lender hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between the Lender and such Obligor;

(b) such Obligor’s ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by such Obligor or in which it has an interest), computer programs, electronic media, tapes, disks and documents relating to subsection (a) of this definition of Collateral;

(c) all proceeds and products of clauses (a) and (b) above in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

Notwithstanding anything in this Section 2 to the contrary, the foregoing grant of a security interest shall not be deemed to grant a security interest in any of the property described below and the term Collateral shall exclude (i) any Excluded Property (as defined in the Purchase Agreement) and (ii) the property described below (such below described property being hereinafter referred to as “Additional Excluded Property”):

(I) [Reserved];

(II) [Reserved];

(III) any Equity Interest in any Foreign Holding Company or any Foreign Subsidiary of any Obligor that is not a first-tier Subsidiary of such Obligor or does not constitute Pledged Equity;

(IV) any personal property that is owned for United States federal income tax purposes by any Foreign Subsidiary of any Obligor; and

(V) any Letter-of-Credit Rights to the extent an Obligor is required by applicable Law to apply the proceeds of a drawing of such Letter of Credit for a specified purpose;

The Obligors and the Lender, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interests created hereby in the Collateral constitute continuing collateral security for all of the Secured Obligations, whether now existing or hereafter arising and, in each case, are not to be construed as an assignment of any Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks or Trademark Licenses.

3. Representations and Warranties. Each Obligor hereby represents and warrants to the Lender, for the benefit of the holders of the Secured Obligations, that:

(a) Ownership. Each Obligor is the legal and beneficial owner of its Collateral, or, to the extent any asset constituting Collateral is leased or licensed by such Obligor, has valid rights as a lessee or licensee with respect thereto, and has the right to pledge, sell, assign or transfer the same. There exists no Adverse Claim with respect to the Pledged Equity of such Obligor.

(b) Security Interest/Priority. This Agreement creates a valid security interest in favor of the Lender, for the benefit of the holders of the Secured Obligations, in the Collateral of such Obligor and, when properly perfected by filing a financing statement under the UCC, shall constitute a valid and perfected, second priority (second only to Senior Lender in accordance with the Subordination Agreement) security interest in such Collateral (including all uncertificated Pledged Equity consisting of partnership or limited liability company interests that do not constitute Securities) to the extent such security interest can be perfected by filing a financing statement in the appropriate office under the UCC, free and clear of all Liens except for Permitted Liens. The taking possession by the Lender of the Certificated Securities (if any) evidencing the Pledged Equity and all other Instruments constituting Collateral will perfect and establish the second priority (second only to Senior Lender in accordance with the Subordination Agreement) of the Lender's security interest in all the Pledged Equity evidenced by such Certificated Securities and such Instruments. With respect to any Collateral consisting of a Deposit Account, the Lender shall have a valid and perfected, second priority (second only to Senior Lender in accordance with the Subordination Agreement) security interest in such Collateral upon execution and delivery by the applicable Obligor, the applicable Depository Bank and the Lender of an agreement granting Control to the Lender over such Collateral. With respect to any Collateral consisting of a Security Entitlement or held in a Securities Account, upon execution and delivery by the applicable Obligor, the applicable Securities Intermediary and the Lender of an agreement granting Control to the Lender over such Collateral, the Lender shall have a valid and perfected, second priority (second only to Senior Lender in accordance with the Subordination Agreement) security interest in such Collateral.

(c) Types of Collateral. None of the Collateral consists of, or is the Proceeds of, As-Extracted Collateral, Consumer Goods, Farm Products, Manufactured Homes or Standing Timber.

(d) Equipment and Inventory. As of the Closing Date, any Equipment and/or Inventory of an Obligor is located at a location listed on Schedule 6.08(c), 6.08(d) or 6.08(f) of the Purchase Agreement, except for (i) Equipment leased by such Obligor as a lessee, (ii) Equipment or Inventory in transit or out for repair or (iii) Equipment or Inventory with an individual fair market value of less than \$110,000; provided that the aggregate value of Collateral located at all locations not listed on Schedule 6.08(c), 6.08(d) or 6.08(f) of the Purchase Agreement shall not exceed \$275,000. No Inventory of an Obligor is held by a Person other than an Obligor pursuant to consignment, sale or return, sale on approval or similar arrangement.

(e) Authorization of Pledged Equity. All Pledged Equity is duly authorized and validly issued, is fully paid and, to the extent applicable, nonassessable and is not subject to the preemptive rights of any Person.

(f) No Other Equity Interests, Instruments, Etc. As of the Closing Date, (i) no Obligor owns any Certificated Securities in any Subsidiary that constitute Pledge Equity or are otherwise required to be pledged and delivered to the Lender hereunder except as set forth on Schedule 1 hereto, and (ii) no Obligor holds any Instruments, Documents or Tangible Chattel Paper required to be pledged and delivered to the Lender pursuant to Section 4(a)(i) of this Agreement other than as set forth on Schedule 3 hereto. All such Certificated Securities, Instruments, Documents and Tangible Chattel Paper required to be pledged hereunder have been delivered to the Lender.

(g) Partnership and Limited Liability Company Interests. None of the Collateral consisting of an interest in a partnership or a limited liability company (i) is dealt in or traded on a securities exchange or in a securities market, (ii) by its terms expressly provides that it is a Security governed by Article 8 of the UCC, (iii) is an Investment Company Security, (iv) is held in a Securities Account not subject to a control agreement in favor of the Lender unless it is an Excluded Account or (v) constitutes a Security or a Financial Asset unless deposited in a Securities Account subject to a control agreement in favor of the Lender or an Excluded Account.

(h) Consents. There are no restrictions in any Organizational Document governing any Pledged Equity or any other document related thereto which would limit or restrict (i) the grant of a Lien pursuant to this Agreement on such Pledged Equity, (ii) the perfection of such Lien or (iii) the exercise of remedies in respect of such perfected Lien in the Pledged Equity as contemplated by this Agreement. Except for (i) the filing or recording of UCC financing statements, (ii) the filing of appropriate notices with the United States Patent and Trademark Office and the United States Copyright Office, (iii) obtaining Control to perfect the Liens created by this Agreement (to the extent required under Section 4(a) hereof), (iv) such actions as may be required by Laws affecting the offering and sale of securities or the enforcement of rights and remedies under the UCC, (v) such actions as may be required by applicable foreign Laws affecting the pledge of the Pledged Equity of Foreign Subsidiaries and (vi) consents, authorizations, filings or other actions which have been obtained or made, no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any other Person (including, without limitation, any stockholder, member or creditor of such Obligor), is required for (A) the grant by such Obligor of the security interest in the Collateral granted hereby or for the execution, delivery or performance of this Agreement by such Obligor, (B) the perfection of such security interest under the laws of the United States (to the extent such security interest can be perfected by filing under the UCC, the granting of Control (to the extent required under Section 4(a) hereof) or by filing an

appropriate notice with the United States Patent and Trademark Office or the United States Copyright Office) or (C) the exercise by the Lender or the holders of the Secured Obligations of the rights and remedies provided for in this Agreement.

(i) Commercial Tort Claims. As of the Closing Date, no Obligor has any Commercial Tort Claims seeking damages in excess of \$275,000 other than as set forth on Schedule 2 hereto.

(j) Contracts; Agreements; Licenses. The Obligors have no material contracts or licenses which prevent the granting of a security interest therein.

4. Covenants. Each Obligor covenants that until such time as the Secured Obligations have been paid in full (other than contingent indemnification Obligations for which no claim has been asserted), such Obligor shall:

(a) Instruments/Chattel Paper/Pledged Equity/Control.

(i) If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Tangible Chattel Paper, or if any property constituting Collateral shall be stored or shipped subject to a Document, ensure that such Instrument, Tangible Chattel Paper or Document is in the possession of such Obligor at all times or, if the stated amount of any Instrument, Tangible Chattel Paper or Document shall exceed \$110,000 in any individual instance or \$275,000 in the aggregate, ensure that the Lender is notified of such Instrument, Tangible Chattel Paper or Document and, if requested by the Lender to perfect its security interest in such Collateral, deliver such Instrument, Tangible Chattel Paper or Document to the Lender duly endorsed in a manner satisfactory to the Lender. Such Obligor shall ensure that any Collateral consisting of Tangible Chattel Paper exceeding \$275,000 in the aggregate is marked with a legend acceptable to the Lender indicating the Lender's security interest in such Tangible Chattel Paper.

(ii) Deliver to the Lender promptly upon the receipt thereof by or on behalf of an Obligor, all certificates and instruments constituting Pledged Equity. Prior to delivery to the Lender, all such certificates constituting Pledged Equity shall be held in trust by such Obligor for the benefit of the Lender pursuant hereto. All such certificates representing Pledged Equity shall be delivered in suitable form for transfer by delivery or shall be accompanied by duly executed instruments of transfer or assignment in blank, substantially in the form provided in Exhibit 4(a) hereto.

(iii) From and after the occurrence and during the continuation of an Event of Default, execute and deliver all agreements, assignments, instruments or other documents as reasonably requested by the Lender for the purpose of obtaining and maintaining Control with respect to any Collateral consisting of (A) Deposit Accounts over which the Lender does not already have Control (other than Excluded Accounts), (B) Investment Property, (C) Letter-of-Credit Rights and (D) Electronic Chattel Paper.

(b) Filing of Financing Statements, Notices. Execute and deliver to the Lender such agreements, assignments or instruments (including affidavits, notices, reaffirmations and amendments and restatements of existing documents, as the Lender may reasonably request, and in any event subject to the limitations set forth in the Loan Documents, but excluding foreign documents except with respect to those documents granting a security interest on the Pledged Equity issued by a Foreign Subsidiary and any other documents related thereto) and do all such other things

as the Lender may reasonably deem necessary or appropriate (i) to assure to the Lender its security interests hereunder are perfected and maintained, in each case, subject to the qualifications and limitations herein, including (A) such instruments as the Lender may from time to time reasonably request in writing in order to perfect and maintain the security interests granted hereunder in accordance with the UCC, (B) with regard to Copyrights, a Notice of Grant of Security Interest in Copyrights in the form of Exhibit 4(b)(i) hereto, (C) with regard to Patents, a Notice of Grant of Security Interest in Patents for filing with the United States Patent and Trademark Office in the form of Exhibit 4(b)(ii) hereto and (D) with regard to Trademarks, a Notice of Grant of Security Interest in Trademarks for filing with the United States Patent and Trademark Office in the form of Exhibit 4(b)(iii) hereto, (ii) to consummate the transactions contemplated hereby and (iii) to otherwise protect and assure the Lender of its rights and interests hereunder. Furthermore, each Obligor also hereby irrevocably makes, constitutes and appoints the Lender, its nominee or any other person whom the Lender may designate, as such Obligor's attorney in fact with full power and for the limited purpose to sign in the name of such Obligor any financing statements, or amendments and supplements to financing statements, renewal financing statements, notices or any similar documents which in the Lender's reasonable discretion would be necessary or appropriate in order to perfect and maintain perfection of the security interests granted hereunder, such power, being coupled with an interest, being and remaining irrevocable until such time as the Secured Obligations have been paid in full (other than contingent indemnification Obligations for which no claim has been asserted). In the event for any reason the Law of any jurisdiction other than Ohio becomes or is applicable to the Collateral of any Obligor or any part thereof, or to any of the Secured Obligations, such Obligor agrees to execute and deliver all such instruments (excluding foreign documents except with respect to those documents granting a security interest on the Pledged Equity issued by a Foreign Subsidiary and any other documents related thereto) and to do all such other things as the Lender in its sole discretion reasonably deems necessary or appropriate to preserve, protect and enforce the security interest of the Lender under the Law of such other jurisdiction (and, if an Obligor shall fail to do so promptly upon the request of the Lender, then the Lender may execute any and all such requested documents on behalf of such Obligor pursuant to the power of attorney granted herein).

(c) Collateral Consents. If any Collateral is at any time either (i) located at a premises leased by an Obligor, (ii) in the possession or Control of a consignee or (iii) in the possession or Control of a warehouseman, bailee or any agent or processor of such Obligor, such Obligor shall notify the Lender of the same and if the Lender so requests, in writing (A) notify such Person in writing of the Lender's security interest therein, (B) instruct such Person to hold all such Collateral for the Lender's account and subject to the Lender's instructions and (C) use commercially reasonable efforts to obtain such customary estoppel letters, bailee letters, consignee letters, consents and waivers from such landlord, consignee, warehouseman, bailee or agent, as applicable (each in form and substance reasonably satisfactory to the Lender) from such Person that it is holding such Collateral for the benefit of the Lender; provided that such acknowledgment shall not be required in the value of the Collateral at such leased location or held by such consignee, warehouseman, bailee or any agent or processor is less than \$275,000 individually; provided that the aggregate value of the Collateral located at a leased location for which such an agreement has not been obtained or held by all consignees, warehousemen, bailees or any agents or processors who have not delivered such agreements is less than \$550,000 in the aggregate.

(d) Commercial Tort Claims. (i) Promptly forward to the Lender an updated Schedule 2 listing any and all Commercial Tort Claims seeking damages in excess of \$275,000 by or in favor of such Obligor and (ii) execute and deliver such statements, documents and notices and do and cause to be done all such things as may be reasonably required by the Lender,

PAGES 8-18 HAVE BEEN REDACTED
FOR RECORDING PURPOSES

render such obligations subject to avoidance under Section 548 of the Bankruptcy Code or any comparable provisions of any applicable state law.

[Remainder of page intentionally left blank]

Accepted and agreed to as of the date first above written.

THE HUNTINGTON CAPITAL INVESTMENT COMPANY II

By: 
Michael P. O'Brien, Senior Vice President

[Signature Page to Security and Pledge Agreement]

Each of the parties hereto has caused a counterpart of this Security and Pledge Agreement to be duly executed and delivered as of the date first above written.

OBLIGOR:

AMS ACQUISITION, LLC

By: 

James C. Poffenberger, Chairman

[Signature Page to Security and Pledge Agreement]

EXHIBIT 4(b)(i)

See attached

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
COPYRIGHTS

United States Copyright Office

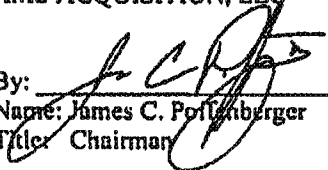
Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of January 27, 2015 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and The Huntington Capital Investment Company II (the "Lender Agent") for the benefit of holders of the Secured Obligations, the undersigned Obligor has granted a continuing security interest in, and a right of setoff against, any and all right, title and interest of each such Obligor in and to and continuing lien upon the copyrights and copyright applications set forth on Schedule 1 hereto to the Lender for the benefit of holders of the Secured Obligations.

The undersigned Obligor and the Lender, on behalf of holders of the Secured Obligations, hereby acknowledges and agrees that the security interest in the foregoing copyrights and copyright applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any copyright or copyright application.

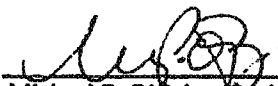
Very truly yours,

AMERICAN HOME PRODUCTS LLC, formerly
AMS ACQUISITION, LLC

By: 
Name: James C. Poffenberger
Title: Chairman

Acknowledged and Accepted:

THE HUNTINGTON CAPITAL INVESTMENT COMPANY II

By: 
Michael P. O'Brien, Senior Vice President

[Signature Page to Grant Of Security Interest In Copyrights]

Schedule 1

<u>Copyright Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
Smart Shutter (computer program)	United States of America	TXu001094807	

EXHIBIT 4(b)(ii)

See attached

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

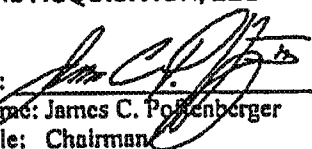
Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of January 27, 2015 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and The Huntington Capital Investment Company II (the "Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right of setoff against, any and all right, title and interest of each such Obligor in and to and continuing lien upon the patents and patent applications set forth on Schedule 1 hereto to the Lender for the benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Lender, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing patents and patent applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

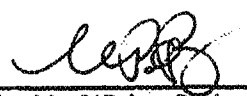
Very truly yours,

AMERICAN HOME PRODUCTS LLC, formerly
AMS ACQUISITION, LLC

By: 
Name: James C. Posenberger
Title: Chairman

Acknowledged and Accepted:

THE HUNTINGTON CAPITAL INVESTMENT COMPANY II

By: 
Michael P. O'Brien, Senior Vice President

[Signature Page to Grant Of Security Interest In Patents]

Schedule 1

Patents

Title	Patent No.	Record Owner	Issue Date
Interface Mechanism For Interfacing A Louver To A Stile Of A Shutter System	5630295		5/20/1997

Patent Applications

Title	Serial No.	Record Owner	Filing Date

EXHIBIT 4(b)(iii)

See attached

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security and Pledge Agreement dated as of January 27, 2015 (as the same may be amended, modified, extended or restated from time to time, the "Agreement") by and among the Obligors party thereto (each an "Obligor" and collectively, the "Obligors") and The Huntington Capital Investment Company II (the "Lender") for the holders of the Secured Obligations referenced therein, the undersigned Obligor has granted a continuing security interest in, and a right of setoff against, any and all right, title and interest of each such Obligor in and to and continuing lien upon the trademarks and trademark applications set forth on Schedule 1 hereto to the Lender for the benefit of the holders of the Secured Obligations.

The undersigned Obligor and the Lender, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

AMERICAN HOME PRODUCTS LLC, formerly
AMS ACQUISITION, LLC

By: 
Name: James C. Peffenberger
Title: Chairman

Acknowledged and Accepted:

THE HUNTINGTON CAPITAL INVESTMENT COMPANY II

By: 
Michael P. O'Brien, Senior Vice President

[Signature Page to Grant Of Security Interest In Trademarks]

Schedule 1

Trademarks

Name	Registration Number	Record Owner	Registration Date
PHD	4,301,813		3/12/2013
THERMALITE	2,088,572		8/19/1997

Applications

Name	Serial Number	Record Owner	Application Date

COLUMBUS 51755-36 24738v4