

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Retiring Agent		08/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Successor Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2197016	TAYLOR-WHARTON	
Registration Number:	1239170	TW	
Registration Number:	307759	TW	
Serial Number:	85027249	NOVO	
Serial Number:	85598654	TAYLOR-WHARTON PARTNERS FOR LIFE	
Serial Number:	85598630		
Serial Number:	85697276	TORO BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	330 North Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Linda Kastner		
SIGNATURE:	/lk/		

OP \$190.00 2197016

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ASSIGNMENT OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Assignment”), dated as of August 21, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION** (individually, “**GECC**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and **ANTARES CAPITAL LP**, a Delaware limited partnership (individually, “**Antares**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

RECITALS:

WHEREAS, Taylor-Wharton International LLC, as “Grantor”, and Retiring Agent are parties to those certain intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

WHEREAS, pursuant to that certain Omnibus Agency Transfer Agreement by and among GECC, as the Retiring Agent, and Antares, as Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

- Remainder of Page Intentionally Left Blank; Signature Page Follows –

IN WITNESS WHEREOF, Retiring Agent and Successor Collateral Agent have caused this Assignment to be duly executed as of the date first above written.

RETIRING AGENT:

**GENERAL ELECTRIC CAPITAL
CORPORATION**

By: 

Name: STEVEN FLOWERS

Its: Duly Authorized Signatory

SUCCESSOR AGENT:

ANTARES CAPITAL LP

By: 

Name: DAVID BRACKETT

Title: Duly Authorized Signatory

EXHIBIT A

Trademark Security Agreement recorded with the United States Patent and Trademark Office on December 29, 2007 at Reel 003686, Frame 0789

Patent Security Agreement recorded with the United States Patent and Trademark Office on December 29, 2007 at Reel 020299, Frame 0410

Amended and Restated Trademark Security Agreement Agent (Revolver and Term A) recorded with the United States Patent and Trademark Office on June 17, 2010 at Reel 004227, Frame 0107

Amended and Restated Trademark Security Agreement (Term B) recorded with the United States Patent and Trademark Office on June 17, 2010 at Reel 004227, Frame 0046.

Trademark Security Agreement (Revolver and Term A) (Second Supplemental Filing) recorded with the United States Patent and Trademark Office on May 28, 2013 at Reel 5036, Frame 0089

Trademark Security Agreement (Term B) (Second Supplemental Filing) recorded with the United States Patent and Trademark Office on May 28, 2013 at Reel 5036, Frame 0152

EXHIBIT B

See attached

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900095211A

JANUARY 03, 2008

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800, SEARS TOWER
CHICAGO, IL 60606UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/29/2007

REEL/FRAME: 003686/0789
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 12/07/2007
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06856-5201CITIZENSHIP: DELAWARE
ENTITY: CORPORATIONAPPLICATION NUMBER: 76369394
REGISTRATION NUMBER: 2757239FILING DATE: 02/11/2002
ISSUE DATE: 08/26/2003

MARK: KEEPFULL

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

003686/0789 PAGE 2

APPLICATION NUMBER: 73763907
REGISTRATION NUMBER: 1554396

FILING DATE: 11/15/1988
ISSUE DATE: 09/05/1989

MARK: LIGHTWEIGHTS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72124150
REGISTRATION NUMBER: 734165

FILING DATE: 07/17/1961
ISSUE DATE: 07/10/1962

MARK: POLARSTREAM

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75190755
REGISTRATION NUMBER: 2197016

FILING DATE: 10/31/1996
ISSUE DATE: 10/20/1998

MARK: TAYLOR-WHARTON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73354524
REGISTRATION NUMBER: 1239170

FILING DATE: 03/15/1982
ISSUE DATE: 05/24/1983

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71338761
REGISTRATION NUMBER: 307759

FILING DATE: 06/10/1933
ISSUE DATE: 10/31/1933

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 75463544
REGISTRATION NUMBER: 2433853

FILING DATE: 04/07/1998
ISSUE DATE: 03/06/2001

MARK: EASYCARB

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 75463543
REGISTRATION NUMBER: 2416181

FILING DATE: 04/07/1998
ISSUE DATE: 12/26/2000

MARK: EASY CARB

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.112/29/2007
900095211

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
<table border="1"><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr><tr><td>Taylor-Wharton International LLC</td><td></td><td>12/07/2007</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name	Formerly	Execution Date	Entity Type	Taylor-Wharton International LLC		12/07/2007	LIMITED LIABILITY COMPANY: DELAWARE																				
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Taylor-Wharton International LLC		12/07/2007	LIMITED LIABILITY COMPANY: DELAWARE																									
RECEIVING PARTY DATA																												
Name:	General Electric Capital Corporation, as Agent																											
Street Address:	201 Merritt 7																											
City:	Norwalk																											
State/Country:	CONNECTICUT																											
Postal Code:	06856-5201																											
Entity Type:	CORPORATION: DELAWARE																											
PROPERTY NUMBERS Total: 8																												
<table border="1"><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr><tr><td>Registration Number:</td><td>2757239</td><td>KEEPPFULL</td></tr><tr><td>Registration Number:</td><td>1554396</td><td>LIGHTWEIGHTS</td></tr><tr><td>Registration Number:</td><td>0734165</td><td>POLARSTREAM</td></tr><tr><td>Registration Number:</td><td>2197016</td><td>TAYLOR-WHARTON</td></tr><tr><td>Registration Number:</td><td>1239170</td><td>TW</td></tr><tr><td>Registration Number:</td><td>0307759</td><td>TW</td></tr><tr><td>Registration Number:</td><td>2433853</td><td>EASYCARB</td></tr><tr><td>Registration Number:</td><td>2416181</td><td>EASY CARB</td></tr></table>	Property Type	Number	Word Mark	Registration Number:	2757239	KEEPPFULL	Registration Number:	1554396	LIGHTWEIGHTS	Registration Number:	0734165	POLARSTREAM	Registration Number:	2197016	TAYLOR-WHARTON	Registration Number:	1239170	TW	Registration Number:	0307759	TW	Registration Number:	2433853	EASYCARB	Registration Number:	2416181	EASY CARB	
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Registration Number:	2433853	EASYCARB																										
Registration Number:	2416181	EASY CARB																										
CORRESPONDENCE DATA																												
Fax Number:	(312)993-9767																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	312/876-7628																											
Email:	linda.kastner@lw.com																											
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins																											

OP \$215.00 2757239

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800, Sears Tower
Address Line 4:	Chicago, ILLINOIS 60606
NAME OF SUBMITTER:	Linda R. Kastner
Signature:	/lk/
Date:	12/29/2007
Total Attachments: 6 source=Gas.Taylor.TSA#page1.tif source=Gas.Taylor.TSA#page2.tif source=Gas.Taylor.TSA#page3.tif source=Gas.Taylor.TSA#page4.tif source=Gas.Taylor.TSA#page5.tif source=Gas.Taylor.TSA#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

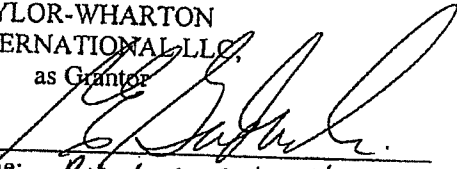
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: 
Name: Robert E. Gadeniski
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Brian Sommerfeld
Name: _____ Brian E. Sommerfeld
Title: Its Duly Authorized Signatory Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Trademark Security Agreement]

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Taylor-Wharton International LLC – Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	KEEPPFULL	UNITED STATES	76/369,394	2,757,239	02/11/2002	08/26/2003
Taylor-Wharton International LLC	easyCARB	AUSTRALIA	773465	773465	09/18/1998	03/05/1999
Taylor-Wharton International LLC	EASYCARB	EPO Community Trademark	000953034	9534034	10/06/1998	04/17/2000
Taylor-Wharton International LLC	EASYCARB	GERMANY	398 57 381.6/0	398 57 381	10/06/1998	09/07/1999
Taylor-Wharton International LLC	EASYCARB	UNITED KINGDOM	2178868	2178868	10/06/1998	10/06/1998
Taylor-Wharton International LLC	LIGHTWEIGHTS & DESIGN	UNITED STATES	73/763,907	1,554,396	11/15/1988	09/05/1989
Taylor-Wharton International LLC	POLARSTREAM	UNITED STATES	124,150	734,165	07/17/1961	07/10/1962
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998

CHILIB-2124020.1-320460-00054

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	POLARSTREAM	Community	000358085	000358085	04/01/1996	10/23/1998
Taylor-Wharton International LLC	POLARSTREAM	DENMARK	VA 05.429 1992	VR 1992 11011	07/29/1992	11/27/1992
Taylor-Wharton International LLC	POLARSTREAM	CANADA	264856	129506	09/09/1961	01/18/1963
Taylor-Wharton International LLC	POLARSTREAM	UNITED KINGDOM	824149	824149	08/11/1961	08/11/1982
Taylor-Wharton International LLC	TW LOGO	INDONESIA		312448	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA		311843	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933
Taylor-Wharton International LLC	EasyCARB	UNITED STATES	75/463,544	2,433,853	04/07/1998	03/06/2001
Taylor-Wharton International LLC	easyCARB & DESIGN	UNITED STATES	75/463,543	2,416,181	04/07/1998	12/26/2000

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JANUARY 02, 2008

500429661

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800, SEARS TOWER
CHICAGO, IL 60606

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 12/29/2007

REEL/FRAME: 020299/0410

NUMBER OF PAGES: 8

BRIEF: SECURITY AGREEMENT

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 12/07/2007

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

201 MERRITT 7

NORWALK, CONNECTICUT 06856-5201

SERIAL NUMBER: 10754756

FILING DATE: 01/09/2004

PATENT NUMBER: 7073339

ISSUE DATE: 07/11/2006

TITLE: PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL

SERIAL NUMBER: 10671762

FILING DATE: 09/26/2003

PATENT NUMBER: 6904758

ISSUE DATE: 06/14/2005

TITLE: CRYOGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

020299/0410 PAGE 2

SERIAL NUMBER: 10742968 FILING DATE: 12/22/2003
PATENT NUMBER: 7028489 ISSUE DATE: 04/18/2006
TITLE: OVER-PRESSURIZATION PROTECTION SYSTEM FOR CRYOGENIC VESSEL

SERIAL NUMBER: 10754783 FILING DATE: 01/09/2004
PATENT NUMBER: 6901973 ISSUE DATE: 06/07/2005
TITLE: PRESSURIZED LIQUID NATURAL GAS FILLING SYSTEM AND ASSOCIATED METHOD

SERIAL NUMBER: 10950120 FILING DATE: 09/24/2004
PATENT NUMBER: 7114342 ISSUE DATE: 10/03/2006
TITLE: PRESSURE MANAGEMENT SYSTEM FOR LIQUEFIED NATURAL GAS VEHICLE FUEL TANKS

SERIAL NUMBER: 09484092 FILING DATE: 01/18/2000
PATENT NUMBER: 6276143 ISSUE DATE: 08/21/2001
TITLE: EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER

SERIAL NUMBER: 07972904 FILING DATE: 11/06/1992
PATENT NUMBER: 5309722 ISSUE DATE: 05/10/1994
TITLE: TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR

PAULA MCCRAY-STANLEY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.112/29/2007
500429661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Taylor-Wharton International LLC	12/07/2007
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7073339
Patent Number:	6904758
Patent Number:	7028489
Patent Number:	6901973
Patent Number:	7114342
Patent Number:	6276143
Patent Number:	5309722
CORRESPONDENCE DATA	
Fax Number:	(312)993-9767
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312/876-7628
Email:	linda.kastner@lw.com
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins
Address Line 1:	233 S. Wacker Drive
Address Line 2:	Suite 5800, Sears Tower
Address Line 4:	Chicago, ILLINOIS 60606

OP \$280.00 7073339

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

NAME OF SUBMITTER:

Linda R. Kastner

Total Attachments: 6

source=Gas.Taylor.PSA#page1.tif

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source=Gas.Taylor.PSA#page4.tif

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of December 7, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:


WHEREAS, pursuant to the Credit Agreement, dated as of December 7, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"): 

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,

as Grantor

By: 

Name: Robert E. Gadowski

Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: Its Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Patent Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Brian Sommerfeld
Name: _____ Brian E. Sommerfeld
Title: Its Duly Authorized Signatory Duly Authorized Signatory

[Signature Page to Taylor-Wharton International LLC Patent Security Agreement]

SCHEDULE I

TO

PATENT SECURITY AGREEMENT

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	PRESSURE CONTROL DEVICE FOR CRYOGENIC LIQUID VESSEL	UNITED STATES	10/754,756	7,073,339	01/09/2004	07/11/2006
Taylor-Wharton International LLC	CRYOGENIC VESSEL WITH AN ULLAGE SPACE VENTURI ASSEMBLY	UNITED STATES	10/671,762	6,904,758	09/26/2003	06/14/2005
Taylor-Wharton International LLC	OVER-PRESSURIZATION PROTECTION SYSTEM FOR CRYOGENIC VESSEL	UNITED STATES	10/742,968	7,028,489	12/22/2003	04/18/2006
Taylor-Wharton International LLC	PRESSURIZED LIQUID NATURAL GAS FILLING SYSTEM AND ASSOCIATED METHOD	UNITED STATES	10/754,783	6,901,973	01/09/2004	06/07/2005

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ PATENT NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	PRESSURE MANAGEMENT SYSTEM FOR LIQUEFIED NATURAL GAS VEHICLE FUEL TANKS	UNITED STATES	10/950,120	7,114,342	09/24/2004	10/03/2006
Taylor-Wharton International LLC	EXTERNAL PRESSURE BUILDING CIRCUIT FOR RAPID DISCHARGE CRYOGENIC LIQUID CYLINDER	UNITED STATES	09,484,092	6,276,143	01/18/2000	08/21/2001
Taylor-Wharton International LLC	TEMPERATURE CONTROL SYSTEM FOR LIQUID NITROGEN REFRIGERATOR	UNITED STATES	07/972,904	5,309,722	11/06/1992	05/10/1994

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900164974

JUNE 18, 2010

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/17/2010

REEL/FRAME: 004227/0107

NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 06/15/2010

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06856-5201

CITIZENSHIP: DELAWARE

ENTITY: CORPORATION

APPLICATION NUMBER: 85027249

FILING DATE: 04/30/2010

REGISTRATION NUMBER:

ISSUE DATE:

MARK: NOVO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

004227/0107 PAGE 2

APPLICATION NUMBER: 75190755
REGISTRATION NUMBER: 2197016

FILING DATE: 10/31/1996
ISSUE DATE: 10/20/1998

MARK: TAYLOR-WHARTON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73354524
REGISTRATION NUMBER: 1239170

FILING DATE: 03/15/1982
ISSUE DATE: 05/24/1983

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71338761
REGISTRATION NUMBER: 307759

FILING DATE: 06/10/1933
ISSUE DATE: 10/31/1933

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

STEVEN POST, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/17/2010
900164974

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Taylor-Wharton International LLC</td><td></td><td>06/15/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Taylor-Wharton International LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE								
Name	Formerly	Execution Date	Entity Type													
Taylor-Wharton International LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE													
RECEIVING PARTY DATA																
Name:	General Electric Capital Corporation, as Agent															
Street Address:	201 Meritt 7															
City:	Norwalk															
State/Country:	CONNECTICUT															
Postal Code:	06856-5201															
Entity Type:	CORPORATION: DELAWARE															
PROPERTY NUMBERS Total: 4																
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2197016</td><td>TAYLOR-WHARTON</td></tr><tr><td>Registration Number:</td><td>1239170</td><td>TW</td></tr><tr><td>Registration Number:</td><td>0307759</td><td>TW</td></tr><tr><td>Serial Number:</td><td>85027249</td><td>NOVO</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2197016	TAYLOR-WHARTON	Registration Number:	1239170	TW	Registration Number:	0307759	TW	Serial Number:	85027249	NOVO	
Property Type	Number	Word Mark														
Registration Number:	2197016	TAYLOR-WHARTON														
Registration Number:	1239170	TW														
Registration Number:	0307759	TW														
Serial Number:	85027249	NOVO														
CORRESPONDENCE DATA																
Fax Number:	(312)993-9767															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	312/876-7628															
Email:	linda.kastner@lw.com															
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins															
Address Line 1:	233 S. Wacker Drive															
Address Line 2:	Suite 5800															
Address Line 4:	Chicago, ILLINOIS 60606															
NAME OF SUBMITTER:	Linda R. Kastner															

OP \$115.00 2197016

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

Signature:	/lk/
Date:	06/17/2010
Total Attachments: 6 source=Amended and Restated TSA Term A - TWI#page1.tif source=Amended and Restated TSA Term A - TWI#page2.tif source=Amended and Restated TSA Term A - TWI#page3.tif source=Amended and Restated TSA Term A - TWI#page4.tif source=Amended and Restated TSA Term A - TWI#page5.tif source=Amended and Restated TSA Term A - TWI#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
(REVOLVER AND TERM A)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (REVOLVER AND TERM A), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement (Revolver and Term A);

WHEREAS, Grantor previously executed that certain Trademark Security Agreement, dated as of December 7, 2007 (the "Prior Trademark Security Agreement");

WHEREAS, the parties hereto desire to amend and restate the Prior Trademark Security Agreement on the terms set forth herein and agree that (i) this Amended and Restated Trademark Security Agreement (Revolver and Term A) amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Revolving Loan and Term Loan A, and (ii) a second Amended and Restated Trademark Security Agreement (Term B) dated as of the date hereof by and from Grantor to Agent amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Term Loan B; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement (Revolver and Term A) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement (Revolver and Term A) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Amended and Restated Trademark Security Agreement (Revolver and Term A) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated Trademark Security Agreement (Revolver and Term A) to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

By: _____

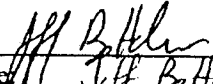
Name: _____

Bill Corbin
Bill Corbin, CEO

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Revolver and Term A)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Jeff B. Heller
Title: Its Duly Authorized Signatory

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Revolver and Term A)]

Schedule I

Taylor-Wharton International LLC - Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998
Taylor-Wharton International LLC	TW LOGO	INDONESIA	312448	IDM000053751	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA	311843	IDM000053923	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933
Taylor-Wharton International LLC	NOVO	UNITED STATES	85/027,249		4/30/2010	Pending

CH1173101.1

A & R Guaranty and Security Agreement Schedules

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

900164962

JUNE 18, 2010

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER
REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE
INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA
PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD
FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY
CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 06/17/2010

REEL/FRAME: 004227/0046

NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 06/15/2010

CITIZENSHIP: DELAWARE

ENTITY: LIMITED LIABILITY
COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

201 MERRITT 7

NORWALK, CONNECTICUT 06856-5201

CITIZENSHIP: DELAWARE

ENTITY: CORPORATION

APPLICATION NUMBER: 85027249

FILING DATE: 04/30/2010

REGISTRATION NUMBER:

ISSUE DATE:

MARK: NOVO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

004227/0046 PAGE 2

APPLICATION NUMBER: 75190755
REGISTRATION NUMBER: 2197016

FILING DATE: 10/31/1996
ISSUE DATE: 10/20/1998

MARK: TAYLOR-WHARTON

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73354524
REGISTRATION NUMBER: 1239170

FILING DATE: 03/15/1982
ISSUE DATE: 05/24/1983

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 71338761
REGISTRATION NUMBER: 307759

FILING DATE: 06/10/1933
ISSUE DATE: 10/31/1933

MARK: TW

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

THERESA FREDERICK, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/17/2010
900164962

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	SECURITY INTEREST															
CONVEYING PARTY DATA																
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Taylor-Wharton International LLC</td><td></td><td>06/15/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Taylor-Wharton International LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE								
Name	Formerly	Execution Date	Entity Type													
Taylor-Wharton International LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE													
RECEIVING PARTY DATA																
Name:	General Electric Capital Corporation, as Agent															
Street Address:	201 Meritt 7															
City:	Norwalk															
State/Country:	CONNECTICUT															
Postal Code:	06856-5201															
Entity Type:	CORPORATION: DELAWARE															
PROPERTY NUMBERS Total: 4																
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2197016</td><td>TAYLOR-WHARTON</td></tr><tr><td>Registration Number:</td><td>1239170</td><td>TW</td></tr><tr><td>Registration Number:</td><td>0307759</td><td>TW</td></tr><tr><td>Serial Number:</td><td>85027249</td><td>NOVO</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2197016	TAYLOR-WHARTON	Registration Number:	1239170	TW	Registration Number:	0307759	TW	Serial Number:	85027249	NOVO	
Property Type	Number	Word Mark														
Registration Number:	2197016	TAYLOR-WHARTON														
Registration Number:	1239170	TW														
Registration Number:	0307759	TW														
Serial Number:	85027249	NOVO														
CORRESPONDENCE DATA																
Fax Number:	(312)993-9767															
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																
Phone:	312/876-7628															
Email:	linda.kastner@lw.com															
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins															
Address Line 1:	233 S. Wacker Drive															
Address Line 2:	Suite 5800															
Address Line 4:	Chicago, ILLINOIS 60606															
NAME OF SUBMITTER:	Linda R. Kastner															

OP \$115.00 2197016

TO:LINDA R. KASTNER, C/O LATHAM & WATKINS COMPANY:233 S. WACKER DRIVE

Signature:	/lk/
Date:	06/17/2010
<p>Total Attachments: 6</p> <p>source=Amended and Restated TSA Term B - TWI#page1.tif</p> <p>source=Amended and Restated TSA Term B - TWI#page2.tif</p> <p>source=Amended and Restated TSA Term B - TWI#page3.tif</p> <p>source=Amended and Restated TSA Term B - TWI#page4.tif</p> <p>source=Amended and Restated TSA Term B - TWI#page5.tif</p> <p>source=Amended and Restated TSA Term B - TWI#page6.tif</p>	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B)

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (TERM B), dated as of June 15, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as agent for the Lenders and the L/C Issuers, the Term B Lenders, the other Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Amended and Restated Guaranty and Security Agreement (Term B) of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement (Term B);

WHEREAS, Grantor previously executed that certain Trademark Security Agreement, dated as of December 7, 2007 (the "Prior Trademark Security Agreement");

WHEREAS, the parties hereto desire to amend and restate the Prior Trademark Security Agreement on the terms set forth herein and agree that (i) this Amended and Restated Trademark Security Agreement (Term B) amends and restates the Prior Trademark Security Agreement in its entirety and secures only Term Loan B, and (ii) a second Amended and Restated Trademark Security Agreement (Revolver and Term A) dated as of the date hereof by and from Grantor to Agent amends and restates the Prior Trademark Security Agreement in its entirety and secures only the Revolving Loan and Term Loan A; and

NOW, THEREFORE, in consideration of the premises and to induce the Term B Lenders and the Agent to enter into the Credit Agreement and to induce the Term B Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Amended and Restated Trademark Security Agreement (Term B) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Amended and Restated Trademark Security Agreement (Term B) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Amended and Restated Trademark Security Agreement (Term B) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated
Trademark Security Agreement (Term B) to be executed and delivered by its duly authorized
officer as of the date first set forth above.

Very truly yours,

TAYLOR-WHARTON
INTERNATIONAL LLC,
as Grantor

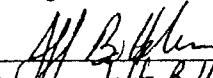
By: _____

Name: BILL CORBIN, CEO

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Term B)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: J. H. Butler
Title: Its Duly Authorized Signatory

[Signature Page to Amended and Restated
Trademark Security Agreement - Taylor-Wharton International LLC
(Term B)]

Schedule I

Taylor-Wharton International LLC - Trademarks

OWNER OF RECORD	TITLE	COUNTRY	SERIAL NO.	REG. NO./ TRADEMARK NO.	FILING DATE	ISSUE DATE
Taylor-Wharton International LLC	TW LOGO	AUSTRALIA	568221	A568221	11/27/1991	02/17/1995
Taylor-Wharton International LLC	TAYLOR-WHARTON	AUSTRALIA	568220	A568220	11/27/1991	07/14/1994
Taylor-Wharton International LLC	TAYLOR-WHARTON	UNITED STATES	75/190,755	2,197,016	10/31/1996	10/20/1998
Taylor-Wharton International LLC	TW LOGO	INDONESIA	312448	IDM000053751	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TAYLOR-WHARTON	INDONESIA	311843	IDM000053923	02/08/1992	02/08/1992
Taylor-Wharton International LLC	TW LOGO	MALAYSIA	91001448	91001448	03/08/1991	10/06/2005
Taylor-Wharton International LLC	TW & DESIGN	GERMANY	39645380.5	396 45 380	10/18/1996	04/23/1997
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	73/354,524	1,239,170	03/15/1982	05/24/1983
Taylor-Wharton International LLC	TW & DESIGN	UNITED STATES	71/338,761	307,759	06/10/1933	10/31/1933
Taylor-Wharton International LLC	NOVO	UNITED STATES	85/027,249		4/30/2010	Pending

A&R Guaranty and Security Agreement Schedules

CH1173101.1



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 30, 2013

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

900256347

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/28/2013

REEL/FRAME: 5036/0089
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 05/24/2013
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 85598630
REGISTRATION NUMBER: 4337392
MARK:

FILING DATE: 04/16/2012
REGISTRATION DATE: 05/21/2013

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S) / LETTER(S)
/NUMBER(S)

SERIAL NUMBER: 85598654
REGISTRATION NUMBER:
MARK: TAYLOR-WHARTON PARTNERS FOR LIFE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/16/2012
REGISTRATION DATE:

SERIAL NUMBER: 85697276

FILING DATE: 08/07/2012

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK: TORO BY TAYLOR-WHARTON

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S) / LETTER(S)
/NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

900256347 05/28/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor-Wharton International LLC		05/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85598654	TAYLOR-WHARTON PARTNERS FOR LIFE	
Serial Number:	85598630		
Serial Number:	85697276	TORO BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		

900256347

TRADEMARK
REEL: 005624 FRAME: 0629

OP \$90.00 85598654

Signature:	/lk/
Date:	05/28/2013
<p>Total Attachments: 5</p> <p>source=Trademark Security Agreement (Revolver and Term A) Second Supplemental Filing#page1.tif</p> <p>source=Trademark Security Agreement (Revolver and Term A) Second Supplemental Filing#page2.tif</p> <p>source=Trademark Security Agreement (Revolver and Term A) Second Supplemental Filing#page3.tif</p> <p>source=Trademark Security Agreement (Revolver and Term A) Second Supplemental Filing#page4.tif</p> <p>source=Trademark Security Agreement (Revolver and Term A) Second Supplemental Filing#page5.tif</p>	

TRADEMARK SECURITY AGREEMENT (REVOLVER AND TERM A) (SECOND SUPPLEMENTAL FILING)

THIS TRADEMARK SECURITY AGREEMENT (REVOLVER AND TERM A) (SECOND SUPPLEMENTAL FILING), dated as of May 24, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 24, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to the Amended and Restated Guaranty and Security Agreement dated as of June 15, 2010 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (Revolver and Term A) (Second Supplemental Filing).

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (Revolver and Term A) (Second Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

TAYLOR-WHARTON INTERNATIONAL
LLC, as Grantor

By: 

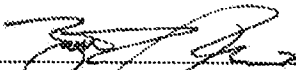
Name: Eric M. Rottier

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement – Taylor-Wharton International LLC
(Revolver and Term A) (Second Supplemental Filing)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: ROBERT T. LANGER
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement -- Taylor-Wharton International LLC
(Revolver and Term A) (Second Supplemental Filing)]

SCHEDULE I

OWNER OF RECORD	TITLE	SERIAL NUMBER	FILING DATE
Taylor-Wharton International LLC	Taylor-Wharton Partners for Life	85/598,654	04/16/2012
Taylor-Wharton International LLC	Taylor-Wharton (logo image)	85/598,630	04/16/2012
Taylor-Wharton International LLC	TORO (by Taylor- Wharton & Design)	85/697,276	08/07/2012



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 30, 2013

PTAS

LINDA R. KASTNER, C/O LATHAM & WATKINS
233 S. WACKER DRIVE
SUITE 5800
CHICAGO, IL 60606

900256354

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 05/28/2013

REEL/FRAME: 5036/0152
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

TAYLOR-WHARTON INTERNATIONAL LLC

DOC DATE: 05/24/2013
CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT
201 MERRITT 7
NORWALK, CONNECTICUT 06851

CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

SERIAL NUMBER: 85598630

REGISTRATION NUMBER: 4337392

MARK:

DRAWING TYPE: AN ILLUSTRATION DRAWING WITHOUT ANY WORDS(S)/ LETTER(S)
/NUMBER(S)

FILING DATE: 04/16/2012

REGISTRATION DATE: 05/21/2013

SERIAL NUMBER: 85598654

REGISTRATION NUMBER:

MARK: TAYLOR-WHARTON PARTNERS FOR LIFE

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 04/16/2012

REGISTRATION DATE:

SERIAL NUMBER: 85697276

FILING DATE: 08/07/2012

REGISTRATION NUMBER:

REGISTRATION DATE:

MARK: TORO BY TAYLOR-WHARTON

DRAWING TYPE: AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)
/NUMBER(S)

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

900256354 05/28/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Taylor-Wharton International LLC		05/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85598654	TAYLOR-WHARTON PARTNERS FOR LIFE	
Serial Number:	85598630		
Serial Number:	85697276	TORO BY TAYLOR-WHARTON	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Linda Kastner		

OP \$90.00 85598654

900256354

TRADEMARK
REEL: 005624 FRAME: 0637

Signature:	/lk/
Date:	05/28/2013
Total Attachments: 5 source=Trademark Security Agreement (Term B) Second Supplemental Filing#page1.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page2.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page3.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page4.tif source=Trademark Security Agreement (Term B) Second Supplemental Filing#page5.tif	

TRADEMARK SECURITY AGREEMENT (TERM B) (SECOND SUPPLEMENTAL FILING)

THIS TRADEMARK SECURITY AGREEMENT (TERM B) (SECOND SUPPLEMENTAL FILING), dated as of May 24, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as collateral agent for the Secured Parties referred to in the Guaranty and Security Agreement (as defined below) (in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 24, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, TWI as Borrower Representative, Holdings, the other Credit Parties, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as agent for the Lenders and the L/C Issuers, the Term B Lenders, the other Lenders and the L/C Issuers severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to the Amended and Restated Guaranty and Security Agreement (Term B) dated as of June 15, 2010 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined therein) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (Term B) (Second Supplemental Filing).

NOW, THEREFORE, in consideration of the premises and to induce the Term B Lenders and the Agent to enter into the Credit Agreement and to induce the Term B Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement (Term B) (Second Supplemental Filing) is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement (Term B) (Second Supplemental Filing) may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement (Term B) (Second Supplemental Filing) and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement (Term B) (Second Supplemental Filing) to be executed and delivered by its duly authorized officer as of the date first set forth above.

TAYLOR-WHARTON INTERNATIONAL
LLC, as Grantor

By: 

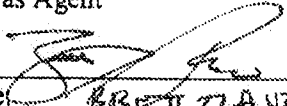
Name: Eric M. Rottier

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement - Taylor-Wharton International LLC
(Term B) (Second Supplemental Filing)]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: BRENT M. ANDERSON
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement - Taylor-Wharton International LLC
(Term B) (Second Supplemental Filing)]

SCHEDULE I

OWNER OF RECORD	TITLE	SERIAL NUMBER	FILING DATE
Taylor-Wharton International LLC	Taylor-Wharton Partners for Life	85/598,654	04/16/2012
Taylor-Wharton International LLC	Taylor-Wharton (logo image)	85/598,630	04/16/2012
Taylor-Wharton International LLC	TORO	85/697,276	08/07/2012