

**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
Ogden Manufacturing Co.		03/18/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	500 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2297489	ETR-3
Registration Number:	2253162	ETR-9300
Registration Number:	2242678	ETR-3200
Registration Number:	2021231	ETR-9200
Registration Number:	2018159	SMARTER LOGIC
Registration Number:	2012421	SMARTER LOGIC
Registration Number:	1955887	CHAMELEON
Registration Number:	1842333	MIGHTY-BLADE
Registration Number:	1817404	MAXI-ZONE
Registration Number:	1813573	ETR-9090
Registration Number:	1751160	ALUMA-FLEX
Registration Number:	1597301	OGDEN
Registration Number:	1597302	OGDEN
Registration Number:	1514426	ETR

OP \$465.00 2297489

Registration Number:	1497607	MIGHTY-TUFF
Registration Number:	1263531	MIGHTY-MISER
Registration Number:	1263530	BULLET
Registration Number:	959844	MIGHTY WATT

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon  
 Address Line 1: 1180 Peachtree Street  
 Address Line 2: King & Spalding LLP  
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009176
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	03/18/2011

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2011, is made by Ogden Manufacturing Co., (the "Grantor"), 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 March 18, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Chromalox, Inc. ("Opco Borrower"), Chromalox Midco, Inc., as Holdeo Borrower, the other Credit Parties party thereto, the Lenders and L/C Issuers party thereto and GE Capital, as administrative agent for the Lenders and L/C Issuers and for itself as a Lender (including as Swingline Lender) and as L/C Issuer, 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 (other than the Borrower) 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 the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which Grantor is 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 Borrower thereunder, 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. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and 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 Grantor (the "Trademark Collateral");

(a) all of its Trademarks, 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.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

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 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. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

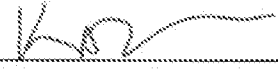
OGDEN MANUFACTURING CO.  
as Grantor

By:   
Name: Scott Dysert  
Title: President and Chief  
Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:


GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent

By:   
Name: Kimberly Massa  
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

I. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Owner</u>
ETR-3	2,297,489	12/7/1999	75/435,863	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ETR-9300	2,253,162	6/15/1999	75/436,087	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ETR-3200	2,242,678	5/4/1999	75/420,240	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ETR-9200	2,021,231	12/3/1996	74/559,462	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
SMARTER LOGIC (& design)	2,018,159	11/19/1996	74/559,465	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
SMARTER LOGIC	2,012,421	10/29/1996	74/559,464	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
CHAMELEON	1,955,887	2/13/1996	74/579,696	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
MIGHTY-BLADE	1,842,333	6/28/1994	74/362,508	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
MAXI-ZONE	1,817,404	1/18/1994	74/249,714	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ETR-9090	1,813,573	12/28/1993	74/380,545	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ALUMA-FLEX	1,751,160	2/9/1993	74/192,760	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
OGDEN	1,597,301	5/22/1990	73/835,867	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
	1,597,302	5/22/1990	73/835,926	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
ETR	1,514,426	11/29/1988	73/701,007	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
MIGHTY-TUFF	1,497,607	7/26/1988	73/701,002	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
MIGHTY-MISER	1,263,531	1/10/1984	73/389,268	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.
BULLET	1,263,530	1/10/1984	73/389,267	Ogden Manufacturing Co., a Subsidiary of Chromalox, Inc.

[SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004500 FRAME: 0960**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>App. No.</u>	<u>Owner</u>
MIGHTY WATT	959,844	5/29/1973	72/411,514	Ogden Manufacturing Co., A Subsidiary of Chromalox, Inc.

2. TRADEMARK APPLICATIONS

None

{SCHEDULE I TO TRADEMARK SECURITY AGREEMENT}