

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
COMPOSITES ONE LLC		03/30/2012	LIMITED LIABILITY COMPANY: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2467153	COMPOSITES ONE	
Registration Number:	2855710	COMPOSITES ONE	
CORRESPONDENCE DATA			
Fax Number:	(202)906-8669		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202.906.8790		
Email:	smckeon@dykema.com		
Correspondent Name:	Shannon Marie McKeon		
Address Line 1:	1300 I Street, N.W.		
Address Line 2:	Suite 300		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	011485.1748		
NAME OF SUBMITTER:	Shannon Marie McKeon		

CH \$65.00 2467153

Signature:	/Shannon Marie McKeon/
Date:	03/30/2012
Total Attachments: 8 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif	

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of March 30, 2012, is by COMPOSITES ONE LLC, a Rhode Island limited liability company (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Banks, as defined below, and the Issuing Bank, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Grantor entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement"), with the financial institutions from time to time party thereto (collectively, the "Banks") and Bank of America, N.A., as Administrative Agent and Issuing Bank, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent entered into that certain Security Agreement Amendment and Reaffirmation dated as of even date herewith (the "Amendment"), to the Security Agreement dated as of April 1, 1999 (as amended by the Amendment and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Banks to enter into the Credit Agreement and to induce the Banks and the Administrative Agent to make their respective extensions of credit to the Grantor, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by references as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

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.

[Remainder of page intentionally left blank; 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.

COMPOSITES ONE LLC

By: 
Name: Mary Bravo
Title: Director of Finance

Acknowledged:

BANK OF AMERICA, N.A., as
Administrative Agent

By: 
Name: Jason E. Guerra
Title: Vice President

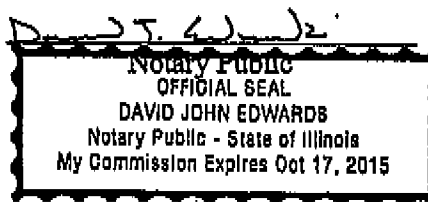
ACKNOWLEDGEMENT OF GRANTOR

STATE OF Illinois)
)ss.
COUNTY OF cook)

I David J. Edwards, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mary Bravo, the Director of Finance of COMPOSITES ONE LLC, a Rhode Island limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2012.

My Commission Expires: 10-17-2015



ACKNOWLEDGEMENT OF ADMINISTRATIVE AGENT

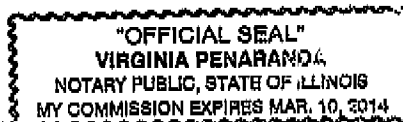
STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

I, Virginia Penaranda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jason E. Guerra, a Vice President of BANK OF AMERICA, N.A., a national banking association, as Administrative Agent, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, and as the free and voluntary act of said national banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30 day of March, 2012.

Virginia Penaranda
Notary Public

My Commission Expires: 3-10-2014

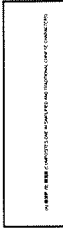


Trademark Security Agreement Signature Page

**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

[See attached]

class	matter name	trademark	goods	filing date	Intellectual Property filing_number	registration date	register number	renewal due date	Status
CHINESE REGISTRATIONS									
35	trademark registration application	COMPOSITES ONE	Import and export agency	2007/05/31	6081287			//	pending for refusal review, which is filed on March 19, 2010. We assume that there would be further development around 2013.
24	trademark registration application	COMPOSITES ONE	Fabrics; Jersey (fabric);	T 2007/05/31	6081286	2010/03/28	6081286	2020/03/27	normal
02	trademark registration application	COMPOSITES ONE	Coatings (paints);	Paints 2007/05/31	6081284	2010/02/07	6081284	2020/02/6	normal
01	trademark registration application	COMPOSITES ONE	Resins (Epoxy), unproce;	2007/05/31	6081283	2010/04/28	6081283	2020/04/27	normal
35	trademark registration application	COMPOSITES ONE IN	Import and export agency;	2007/05/31	6081277	2010/05/14	6081277	2020/05/13	normal
24	trademark registration application	COMPOSITES ONE IN	Fabrics; Jersey (fabric);	T 2007/05/31	6081276	2010/03/28	6081276	2020/03/27	normal
17	trademark registration application	COMPOSITES ONE IN	Elastic yarns, not for use	2007/05/31	6081275	2010/01/21	6081275	2020/01/20	normal
02	trademark registration application	COMPOSITES ONE IN	Coatings (paints);	Paints 2007/05/31	6081274	2010/02/07	6081274	2020/02/6	normal
01	trademark registration application	COMPOSITES ONE IN	Resins (Epoxy), unproce;	2007/05/31	6081273	2010/02/07	6081273	2020/02/6	normal
35	trademark registration application	COMPOSITES ONE & I	Import and export agency	2007/05/31	6081272			//	pending for refusal review, which is filed on March 19, 2010. We assume that there would be further development around 2013.
24	trademark registration application	COMPOSITES ONE & I	Fabrics; Jersey (fabric);	T 2007/05/31	6081291	2010/03/28	6081291	2020/03/27	normal

				Intellectual Property					
02	trademark registration application	COMPOSITES ONE & L Coatings (paints); Paints 2007/05/31	6081289	2010/02/07	6081289	2020/02/6	6081289	normal	
01	trademark registration application	COMPOSITES ONE & L Resins (Epoxy), unproce: 2007/05/31	6081288	2010/04/28	6081288	2020/04/27	6081288	normal	
35	HONG KONG REGISTRATIONS trademark registration application	COMPOSITES ONE	300921573		300921573		300921573	7/27/2017 normal	
35	trademark registration application	COMPOSITES ONE & logo	300921582		300921582		300921582	7/27/2017 normal	
35	trademark registration application		300921591		300921591		300921591	7/27/2017 normal	

US REGISTRATIONS

35	trademark registration application	COMPOSITES ONE	9/17/1999 75/802703	12/14/2007	2467153		2467153	7/10/2021 normal	
		wholesale distributorships featuring fiberglass supplies in the nature of resin, organic peroxides, gel coats, reinforcements, fillers, process equipment and cleaning solvents, for use by fabricators							
		wholesale distributorships featuring fiberglass supplies in the nature of resin, organic peroxides, gel coats, reinforcements, fillers, process equipment and cleaning solvents, for use by fabricators							
35	trademark registration application	COMPOSITES ONE & Design	5/2/2003 76/511243	6/22/2004	2855710		2855710	6/22/2014 normal	

Intellectual Property

**COMMUNITY
TRADEMARKS**

35 trademark registration application
COMPOSITES ONE
Providing wholesale distributorship services for thermoplastic elastomer compounds used in injection molding and extrusion
7/11/2007
6/12/2008 006092902
7/11/2017 normal

39 trademark registration application
COMPOSITES ONE
Transportation services, namely transporting bulk solvents
7/11/2007
6/12/2008 006092902
7/11/2017 normal