

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Collateral Security and Pledge Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tensator Group Limited		06/15/2012	limited company organized under the laws of England and Wales: UNITED KINGDOM
Tensator Inc.	FORMERLY Lawrence Metal Products Inc.	06/15/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	1 King's Arms Yard
Internal Address:	Third Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	limited company organized under the laws of England and Wales: UNITED KINGDOM

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	85171515	TENSATOR
Serial Number:	77884393	INQ-TV
Registration Number:	2779498	LAWRENCE
Registration Number:	2897643	T2
Registration Number:	2917660	T2-MAX
Registration Number:	2789298	TENZA
Registration Number:	2719436	
Registration Number:	2707211	TENSABARRIER
Registration Number:	2775509	WWW.LAWRENCEMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300
Registration Number:	2962282	WHO'S NEXT

Registration Number:	2602767	ROLLABARRIER
Registration Number:	2599380	STOWAWAY
Registration Number:	1438074	TENSABARRIER
Registration Number:	2616008	TENSAGUIDE
Registration Number:	3694264	ADAPTER SHIELD
Registration Number:	3779395	QUEUE WAY
Registration Number:	3791361	TENSAMEDIA
Registration Number:	3741807	EQ
Registration Number:	3668897	TENSACLEAR
Registration Number:	3666276	TENSABEAM
Registration Number:	3735421	QUEUE SCIENCE
Registration Number:	4123866	TENSABOWL

CORRESPONDENCE DATA

Fax Number: 8602402513
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 860.240.2935
Email: michelle.fournier@bingham.com
Correspondent Name: Michelle Walters Fournier, RP
Address Line 1: Bingham McCutchen LLP
Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	07/10/2012

Total Attachments: 21
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EXECUTION VERSION

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 15, 2012, by and among **Tensator Group Limited** ("**TGL**"), a limited company organized under the laws of England and Wales, **Tensator Inc.** ("**Tensator Inc.**"), a corporation organized under the laws of the State of New York (each of TGL and Tensator Inc, a "**Grantor**", and together, collectively, the "**Grantors**"), and **Wilmington Trust (London) Limited**, as Security Agent (hereinafter, in such capacity, the "**Security Agent**") for the benefit of itself and the other Secured Parties (as defined in the Intercreditor Agreement referred to below).

WHEREAS, Tensator Holdings Ltd, a limited company organized under the laws of England and Wales (the "**Issuer**"), the original guarantors party thereto (including the Grantors) and the initial purchasers (the "**Senior Note Purchasers**") of the Senior Notes (as defined below) are parties to that certain Senior Note Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Senior Note Agreement**"), pursuant to which (a) the Issuer will issue and the Senior Note Purchasers will purchase (i) Series A Senior Floating Rate Secured Term Notes due June 15, 2017 in the aggregate principal amount of \$10,500,000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Series A Term Notes**"), (ii) Series B Senior Floating Rate Secured Term Notes due June 15, 2017 in the aggregate principal amount of €8,373,205.74 (as amended, restated, supplemented or otherwise modified from time to time, the "**Series B Term Notes**") and (iii) Series C Senior Floating Rate Secured Term Notes due June 15, 2017 in the aggregate principal amount of £5,784,805.26 (as amended, restated, supplemented or otherwise modified from time to time, the "**Series C Term Notes**") and, together with the Series A Term Notes and the Series B Term Notes, collectively, the "**Term Notes**") and (b) the Issuer will issue and the Senior Note Purchasers will purchase Senior Floating Rate Secured Revolving Notes due on the Revolving Note Termination Date in the aggregate principal amount of \$2,500,000 (as amended, restated, supplemented or otherwise modified from time to time the "**Revolving Notes**") and, together with the Term Notes and any notes delivered in substitution or exchange for any of the foregoing, the "**Senior Notes**"); and

WHEREAS, the Issuer, the original guarantors party thereto (including the Grantors) and the initial purchasers (the "**Subordinated Note Purchasers**" and, together with the Senior Note Purchasers, collectively, the "**Purchasers**") of the Subordinated Notes (as defined below) are parties to that certain Senior Subordinated Note Agreement dated as of the date hereof (as amended and in effect from time to time, the "**Subordinated Note Agreement**" and, together with the Senior Note Agreement, the "**Note Agreements**"), pursuant to which the Issuer will issue and the Subordinated Note Purchasers will purchase Senior Subordinated Secured Term Notes due June 15, 2019 in the aggregate principal amount of \$15,000,000 (as amended, restated, supplemented or otherwise modified from time to time, the "**Subordinated Notes**" and, together with the Senior Notes and any notes delivered in substitution or exchange for any of the foregoing, the "**Notes**"); and

WHEREAS, the Issuer, the other Obligors named therein, the Security Agent, the holders of the Senior Notes and the holders of the Subordinated Notes and the others named

therein are parties to that certain Intercreditor Agreement dated as of the date hereof (as amended and in effect from time to time, the "Intercreditor Agreement"), which sets forth the relative rights among the Secured Parties thereunder; and

WHEREAS, pursuant to the Note Agreements each Grantor has guaranteed the payment and performance of the Obligations (as defined below);

WHEREAS, it is a condition precedent for the Purchasers to purchase the Notes under the Note Agreements that the Grantors execute and deliver to the Security Agent, for the benefit of itself and the other Secured Parties, this Agreement; and

WHEREAS, each of the Grantors expects to receive substantial direct and indirect benefits from the proceeds of the Notes to be purchased by the Purchasers pursuant to the Note Agreements (which benefits are hereby acknowledged);

WHEREAS, the Grantors and the Issuer are members of a group of related entities, the success of any one of which is dependent in part on the success of the other members of such group;

WHEREAS, Tensator Inc. has executed and delivered to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, that certain Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which Tensator Inc. has granted to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, a security interest in certain of its personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations;

WHEREAS, TGL has executed and delivered to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, that certain Debenture dated as of the date hereof (the "Debenture"), pursuant to which TGL has granted to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, a security interest in certain of its personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement and the Debenture.

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Intercreditor Agreement or the Note Agreements, as applicable. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of each Grantor and such Grantor's business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Collateral. Collateral (as defined in the Security Agreement) and Charged Assets (as defined in the Debenture).

Obligations. Secured Obligations (as defined in the Intercreditor Agreement).

Pledged Trademarks. All of each Grantor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Grantor that uniquely reflect or embody the Associated Goodwill, including the following (to the extent such Grantor owns such assets or has rights or interests in such assets):

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Grantor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Grantor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Grantor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Grantor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing

information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Grantor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all rights and interests of each Grantor pursuant to any and all franchising or licensing agreements in favor of the Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties, including the right (but not the obligation) in the name of such Grantor or the Security Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

Trademark Registrations. All federal, state, local and foreign registrations of the Trademarks, all applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of either Grantor or the Security Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of either Grantor or the Security Agent for any infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or

accrued arising out of or in connection with any such infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of either Grantor, that (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by such Grantor or are now owned, held or used by such Grantor, in such Grantor's business, or with such Grantor's products and services, or in which such Grantor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by such Grantor in such Grantor's business or with such Grantor's products and services, or in which such Grantor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the applicable Grantor or its business or for the direct or indirect benefit of the applicable Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in the Note Agreements shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, in addition to (but without duplication of) the Collateral granted to the Security Agent, for the benefit of the Security Agent and the other Secured Parties pursuant to the Security Agreement or the Debenture by and among the Guarantors and the Security Agent, each Grantor hereby unconditionally grants to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, a continuing security interest in and first priority lien (subject to Permitted Security) on all of the Grantors' right, title and interest in the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Security Agent for the benefit of the Security Agent and the other Secured Parties. In addition, each Grantor has executed in blank and delivered to the Security Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Grantor hereby authorizes the Security Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Security Agent's remedies under this Trademark Agreement and the Security Agreement and the Debenture, as applicable.

2.2. Attachment. Each Grantor acknowledges that (a) value has been given, (b) such Grantor has rights in the Pledged Trademarks (other than after-acquired Pledged Trademarks), and (c) the parties have not agreed to postpone the time of attachment of the security interest created by this Trademark Agreement.

2.3. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, each Grantor grants,

assigns, transfers, conveys and sets over to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Security Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Security Agent) upon an Event of Default for which acceleration of the Notes is automatic under the Note Agreements or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement, the Debenture and applicable law (including the transfer or other disposition of the Collateral by either Grantor to the Security Agent or its nominee in lieu of foreclosure).

2.4. Supplemental to Security Agreement and Debenture. Pursuant to the Security Agreement and the Debenture, as applicable, each Grantor has granted to the Security Agent, for the benefit of the Security Agent and the other Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). Each of the Security Agreement and the Debenture, and all rights and interests of the Security Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the Debenture, the security interest of the Security Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement, the Debenture and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Security Agent in and to the Collateral under or in connection with the Security Agreement, the Debenture, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Security Agent in and to the Pledged Trademarks (and any and all obligations of either Grantor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Security Agent (and the obligations of either Grantor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and the Debenture and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Each Grantor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Grantor, including, without limitation, any common law Trademarks that are material to the operation of such Grantor's business; (b) the Trademarks and Trademark Registrations on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of such Grantor's knowledge, each of the Trademarks and Trademark Registrations on Schedule A is valid and enforceable; (d) to the best of such Grantor's knowledge, there is no infringement by others of

the Trademarks, Trademark Registrations or Trademark Rights on Schedule A; (e) no claim has been made that the use of any of the Trademarks on Schedule A does or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others; (f) such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks on Schedule A (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third persons, other than the security interest and assignment created by the Security Agreement, the Debenture, this Trademark Agreement and any Permitted Security; (g) such Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees which will enable it to comply with the covenants herein contained except to the extent the failure to do so will not result in a Material Adverse Effect; (h) such Grantor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks material to the operation of such Grantor's business; (i) such Grantor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks material to the operation of such Grantor's business; (j) this Trademark Agreement, together with the Security Agreement and the Debenture, will create in favor of the Security Agent a valid and perfected first priority security interest in the Pledged Trademarks (subject to Permitted Security) upon making the filings referred to in clause (l) of this §3; and (l) except for the filing of financing statements with the Secretary of State of the State of New York and the Office of the Recorder of Deeds in the District of Columbia under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental or regulatory authority, agency or office is required either (i) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (ii) for the perfection of or the exercise by the Security Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Security Agent's and the Instructing Group's prior written consent, neither Grantor will (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks material to the operation of such Grantor's business, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with such Grantor's obligations under this Trademark Agreement or the Security Agreement or the Debenture.

5. AFTER-ACQUIRED TRADEMARKS, ETC.

5.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, either Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this

Trademark Agreement shall automatically apply thereto and such Grantor shall promptly provide to the Security Agent notice thereof in writing and execute and deliver to the Security Agent such documents or instruments as the Security Agent may reasonably request further to implement, preserve or evidence the Security Agent's interest therein.

5.2. Amendment to Schedule. Each Grantor authorizes the Security Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Grantor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or this §5.

6. TRADEMARK PROSECUTION.

6.1. Grantor Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Security Agent and the other Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Security Agent or any other Secured Party in connection with the Security Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

6.2. Grantor's Duties, etc. With respect to the Trademarks for which it is the Grantor, each Grantor shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations except in each case where the failure to do so would not have a Material Adverse Effect. Any expenses incurred in connection with such applications and actions shall be borne by such Grantor. Neither Grantor shall abandon any filed Trademark registration application, or any Trademark Registration or Trademark, without the consent of the Security Agent, which consent shall not be unreasonably withheld, except in each case where the failure to do so would not have a Material Adverse Effect.

6.3. Grantor's Enforcement Rights. With respect to the Trademarks for which it is the Grantor, each Grantor shall have the right and the duty to bring suit or other action in such Grantor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights except in each case where the failure to do so would not have a Material Adverse Effect. Each Grantor may require the Security Agent to join in such suit or action at the request of a Grantor as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) (i) the Security Agent is completely satisfied that such joinder will not subject the Security Agent or any other Secured Party to any risk of liability and (ii) the Security Agent is completely satisfied with any indemnity thereto. Each Grantor shall promptly, upon demand, reimburse and indemnify the Security Agent and the

Secured Parties for all damages, costs and expenses, including legal fees, incurred by the Security Agent and any of the Secured Parties pursuant to this §6.

6.4. Protection of Trademarks, etc. In general, each Grantor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. Neither Grantor shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would materially adversely affect the validity, grant or enforcement of the Pledged Trademarks.

6.5. Notification by Grantors. Promptly upon obtaining knowledge thereof, the Grantors will notify the Security Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations material to the operation of such Grantor's business or the Grantors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks material to the operation of such Grantor's business, the ability of either Grantor or the Security Agent to dispose of any of the Pledged Trademarks material to the operation of such Grantor's business or the rights and remedies of the Security Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

7. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Security Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in the Note Agreements, the Security Agreement, the Debenture and the other Debt Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York), and, without limiting the generality of the foregoing, the Security Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to either Grantor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that such Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Security Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Intercreditor Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the applicable Grantor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Grantor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Security Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

8. COLLATERAL PROTECTION.

If either Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of either Grantor shall be breached, the Security Agent, in its own name or that of such Grantor (in the sole discretion of the Security Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and such Grantor agrees promptly to reimburse the Security Agent for any and all costs and expenses, including legal fees, incurred by the Security Agent in so doing.

9. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, each Grantor does hereby make, constitute and appoint the Security Agent (and any officer or agent of the Security Agent as the Security Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Security Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Security Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with the terms of this Trademark Agreement by virtue hereof and releases each of the Security Agent and each other Secured Party from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Security Agent under this power of attorney (except for the Security Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

10. FURTHER ASSURANCES.

The Grantors shall, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Security Agent or the Instructing Group may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Security Agent the grant, perfection and priority of the Security Agent's security interest in the Pledged Trademarks.

11. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Security Agent shall, upon the written request and at the expense of the Grantors, execute and deliver to the Grantors all deeds, assignments, notices, filings and other instruments as may be necessary or proper to reassign and reconvey to

and re-vest in the Grantors, the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Security Agent by the Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Security Agent pursuant hereto or the Intercreditor Agreement.

12. COURSE OF DEALING.

No course of dealing between either Grantor and the Security Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Security Agent, any right, power or privilege hereunder or under the Security Agreement or the Debenture or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and expenses incurred by the Security Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Grantors.

14. OVERDUE AMOUNTS.

Subject to Section 15.19 of the Note Agreements, until paid, all amounts due and payable by each Grantor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the applicable Note Agreement.

15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE SECURITY AGENT NOR ANY OTHER SECURED PARTY ASSUMES ANY LIABILITIES OF EITHER GRANTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH GRANTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF SUCH GRANTOR, AND SUCH GRANTOR SHALL INDEMNIFY THE SECURITY AGENT AND THE OTHER SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES,

DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURITY AGENT OR ANY OTHER SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

16. NOTICES.

All notices, requests and other communications hereunder shall be made to the addresses and in the manner set forth in Clause 20 of the Intercreditor Agreement.

17. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Security Agent with the consent of the Instructing Group and such other parties as may be required under Clause 22 of the Intercreditor Agreement and each of the Grantors, except as provided in §5.2. The Security Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Security Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

18. GOVERNING LAW; CONSENT TO JURISDICTION.

18.1. GOVERNING LAW. THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

18.2. SUBMISSION TO JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER DEBT DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK AGREEMENT OR IN ANY OTHER DEBT DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER DEBT DOCUMENT AGAINST EITHER GRANTOR OR ITS RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

18.3. WAIVER OF VENUE. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER DEBT DOCUMENT IN ANY COURT REFERRED TO IN §18.2. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

18.4. SERVICE OF PROCESS. EACH GRANTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING, BY REGISTERED OR CERTIFIED U.S. MAIL, OR BY ANY OTHER MEANS OR MAIL THAT REQUIRES A SIGNED RECEIPT, OF COPIES OF SUCH PROCESS TO IT AT 260 SPUR DRIVE SOUTH, BAY SHORE, NY 11706, UNITED STATES ATTENTION: ADRIAN DAY. TENSATOR GROUP LIMITED HEREBY ACKNOWLEDGES THAT TENSATOR INC. SHALL BE ITS AGENT FOR SERVICE OF PROCESS IN THE UNITED STATES. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

19. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DEBT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY SECURED PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH SECURED PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IN ENTERING INTO THE NOTE AGREEMENTS AND THE OTHER DEBT DOCUMENTS TO WHICH ANY SECURED PARTY IS A PARTY, SUCH SECURED PARTY IS RELYING UPON, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS §19. EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO, IN RESPECT OF ITSELF, WAIVES ANY RIGHT WHICH IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.

20. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and

obligations hereunder shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Security Agent, the other Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and one or both Note Agreements, or between this Trademark Agreement and the Security Agreement, the provisions of the applicable Note Agreement or the Security Agreement or the Debenture, as the case may be, shall control, but subject in all cases to §21 below. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

21. INTERCREDITOR AGREEMENT.

Notwithstanding anything in this Trademark Agreement to the contrary, the liens and security interests granted to the Security Agent pursuant to this Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Agreement, the terms of the Intercreditor Agreement shall govern.

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SECURITY AGENT

WILMINGTON TRUST (LONDON) LIMITED, as
Security Agent

By: 
Name: _____
Title: **Paul Barton**
Relationship Manager

[Signature page to Trademark Collateral Security and Pledge Agreement - Tensator]

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

Trademarks			
Trademark	Registration No.	Jurisdiction	Owner
LAWRENCE	2,779,498	U.S.	Tensator Group Limited
T2	2,897,643	U.S.	Tensator Group Limited
T2-MAX	2,917,660	U.S.	Tensator Group Limited
TENSA	2,789,298	U.S.	Tensator Group Limited
Design (Tape Spool Logo)	2,719,436	U.S.	Tensator Group Limited
TENSABARRIER and Design	2,707,211	U.S.	Tensator Group Limited
WWW.LAWRENCOMETAL.COM TENSA BARRIER BAY SHORE, N.Y. 631-666-0300 and Design	2,775,509	U.S.	Tensator Group Limited
WHO'S NEXT	2,962,282	U.S.	Tensator Group Limited
ROLLABARRIER	2,602,767	U.S.	Tensator Group Limited
STOWAWAY	2,599,380	U.S.	Tensator Group Limited
TENSABARRIER	1,438,074	U.S.	Tensator Group Limited
TENSAGUIDE	2,616,008	U.S.	Tensator Group Limited
ADAPTER SHIELD	3,694,264	U.S.	Tensator Group Limited
QUEUE WAY	3,779,395	U.S.	Tensator Group Limited
TENSAMEDIA	3,791,361	U.S.	Tensator Group Limited
EQ	3,741,807	U.S.	Tensator Group Limited
TENSACLEAR	3,668,897	U.S.	Tensator Group Limited
TENSABEAM	3,666,276	U.S.	Tensator Group Limited
QUEUE SCIENCE	3,735,421	U.S.	Tensator Group Limited
TENSABOWL	4,123,866	U.S.	Tensator Group Limited

TRADEMARK APPLICATIONS:

Trademark	Serial Number	Jurisdiction	Owner
TENSATOR	85171515	U.S.	Tensator Group Limited
INQ-TV	77884393	U.S.	Tensator Group Limited

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, [____], a [corporation organized and existing under the laws of the State of New York][a limited company organized under the laws of England and Wales], having a place of business at [____] (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Wilmington Trust (London) Limited, a [____], having a place of business at [____] (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill,

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 20__.

[TENSATOR INC.][TENSATOR GROUP LIMITED]

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 20__.

SCHEDULE 1
TRADEMARKS

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