

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bekaert Industrial Coatings Hong Kong Limited		06/27/2012	CORPORATION: HONG KONG
RECEIVING PARTY DATA			
Name:	NV Bekaert SA		
Street Address:	8550 Zwevegem		
City:	Bekaertstraat 2		
State/Country:	BELGIUM		
Entity Type:	LIMITED LIABILITY COMPANY: BELGIUM		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2409738	SOLERAS	
Registration Number:	2409739		
Registration Number:	2290855	SOLERAS	
Registration Number:	2305240		
Registration Number:	3227189	LIGHTHOUSE	
CORRESPONDENCE DATA			
Fax Number:	3302538601		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	330-535-5711		
Email:	iplaw@brouse.com		
Correspondent Name:	Heather M. Barnes		
Address Line 1:	388 South Main Street		
Address Line 2:	Suite 500		
Address Line 4:	Akron, OHIO 44311-4407		
ATTORNEY DOCKET NUMBER:	16941.52811		

CH \$140.00 2409738

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Heather M. Barnes
Signature:	/Heather M. Barnes/
Date:	08/09/2012

Total Attachments: 12

source=Assignment and Assumption Agreement#page1.tif
source=Assignment and Assumption Agreement#page2.tif
source=Assignment and Assumption Agreement#page3.tif
source=Assignment and Assumption Agreement#page4.tif
source=Assignment and Assumption Agreement#page5.tif
source=Assignment and Assumption Agreement#page6.tif
source=Assignment and Assumption Agreement#page7.tif
source=Assignment and Assumption Agreement#page8.tif
source=Assignment and Assumption Agreement#page9.tif
source=Assignment and Assumption Agreement#page10.tif
source=Assignment and Assumption Agreement#page11.tif
source=Assignment and Assumption Agreement#page12.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of June 27, 2012 ("Effective Date"), is made by and between BEKAERT INDUSTRIAL COATINGS HONG KONG LIMITED, a company organized under the laws of Hong Kong, having its registered office at Central Plaza, 19F, Unit 1902, Harbour Road 18, Wanchai, Hong Kong ("Assignor"), and NV BEKAERT SA, a limited liability company (*naamloze vennootschap*) organized under the laws of Belgium, having its registered office at 8550 Zwevegem, Bekaertstraat 2, Belgium, and registered under number VAT BE 0405.388.536 RPR Kortrijk ("Assignee").

RECITALS

WHEREAS, Assignor is the secured party under that certain Security Agreement entered into with Soleras, Ltd. as of March 30, 2012 (the "Security Agreement"), attached hereto as Exhibit A; and

WHEREAS, Assignor desires to assign its interests in and under the Security Agreement and its rights thereunder to the Assignee, and the Assignee desires to assume and accept Assignor's obligations under the Security Agreement from the Assignor.

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

TERMS OF AGREEMENT

1. Recitals. The recitals are incorporated herein.
2. Assignment. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor's rights and benefits in, under and to the Security Agreement.
3. Assumption. By execution of this Agreement, the Assignee, its successors and assigns, hereby agrees to and does assume each and every obligation and covenant set forth in the Security Agreement which become due and are to be performed or complied with on and after the Effective Date in accordance with the stated terms of the Security Agreement and agrees to be bound by the terms thereof in all respects. The Assignor shall remain liable for, and represents that it shall perform, all obligations of the Assignor under the Security Agreement up until the Effective Date.
4. Binding Effect. This Agreement shall be binding upon the respective successors and assigns of the parties.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile transmission, pdf or similar electronic transmission which shall be deemed to be an original signature. This Agreement shall be effective only upon execution by all parties hereto.

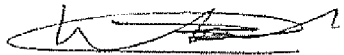
6. Amendment. No amendment, modification, change or discharge of any provision of this Agreement is valid or binding unless it is in writing and signed by all parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.

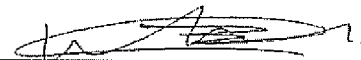
ASSIGNOR

BEKAERT INDUSTRIAL COATINGS HONG
KONG LIMITED

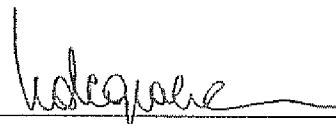
By: 
Name: Bruno Humblet _____
Title: Chairman _____

ASSIGNEE

NV BEKAERT SA

By: 
Name: Bruno Humblet _____
Title: Group Executive Vice President _____

and

By: 
Name: Albrecht De Graeve _____
Title: Chief Executive Officer _____

837626

EXHIBIT A

SECURITY AGREEMENT

(See Attached)

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement") is made this 30th day of March, 2012, by and between SOLERAS, LTD., a Maine corporation having an address at c/o Element Partners, Three Radnor Corp. Ctr., Suite 410, 100 Matsonford Road, Radnor, PA 19087 ("Company"), in favor of Bekaert Industrial Coatings Hong Kong Limited, a company organized under the laws of Hong Kong, having its registered office at Central Plaza, 19F, Unit 1902, Harbour Road 18, Wanchai, Hong Kong ("Bekaert").

A. SBIC Holdings, LLC ("SBIC"), Company's indirect parent, and certain affiliates of Bekaert, among other parties, have entered into a Master Purchase and Sale Agreement (the "MPSA") dated January 27, 2012, and related agreements, including without limitation the China Purchase Agreement between Bekaert and Buyer (as such terms and parties are defined in the MPSA).

B. Pursuant to the MPSA a portion of the purchase price is to be paid by Buyer (the "Maker") pursuant to two Promissory Notes (as such terms are defined in the MPSA, the "Notes") after the Closing.

C. A condition of the MPSA is that the obligations of the Maker under the Notes are secured by a certain assets of the Company, as set forth in the MPSA.

D. As security for the obligations of the Maker to Bekaert under the Note in the original principal amount of € 9.500.000 and of the Company under the Company's Corporate Guaranty of even date herewith executed by the Company and delivered to, and in favor of, Bekaert with respect to such Note (the "Guaranty"), the Company has agreed to enter into this Agreement.

I. GRANT OF SECURITY INTEREST. For value received, and to secure the payment and performance obligations of Company under the Guaranty and of the Maker under the Note, and all reasonable and documented costs and expenses incurred by Bekaert to enforce the security interest granted herein and to maintain, preserve and collect the property subject to the security interest (collectively, the "Obligations"), Company hereby grants to Bekaert a continuing security interest in and lien upon the following described property of the Company (the "Collateral"), whether any such property is now owned or hereafter acquired or existing, and all records (including computer software) pertaining to the following, and all substitutions for, all proceeds and all products of the following (including insurance proceeds) to the fullest extent permitted by law:

- (a) all inventory, goods (including returned or repossessed goods and all goods the sale of which gives rise to accounts receivable, contract rights, chattel paper, general intangibles or instruments), merchandise and other personal property, in each case (i) whether now owned or hereafter produced, manufactured or acquired by Company which are for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work in process or materials used or

consumed or to be used or consumed in Company's business, and (ii) wherever located;

- (b) all accounts; accounts receivable; contract rights (including, without limitation, all rights with respect to unbilled amounts for services performed); general intangibles; chattel paper and instruments (including without limitation instruments evidencing any obligation to Company for payment for goods sold or leased or services rendered or otherwise) deposit accounts; documents; rights to payment evidenced by chattel papers, documents or instruments; letters of credit; letter of credit rights; supporting obligations; and the rights to payment for money or funds advanced or sold together with all payments thereon on thereunder; tax refunds; goodwill; licenses, permits and privileges; customer lists; rights of indemnification;
- (c) all machinery, equipment, furniture and other tangible personal property and fixtures of Company, together with all accessions, additions, accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith;
- (d) all patents, trademarks, copyrights, tradenames and other intellectual property and proprietary rights;
- (e) all investment property of Company;
- (f) the balance from time to time in all bank and depository accounts of Company, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, instruments, securities, rights and other property at any time and from time to time received, receivable, or otherwise distributed in respect of such accounts, such funds or such investments; and
- (g) all Software (for purposes of this Agreement, "Software" consists of all (i) computer programs and supporting information owned or licensed by Company provided in connection with a transaction relating to the program, and (ii) computer programs embedded in goods and any supporting information owned or licensed by Company provided in connection with a transaction relating to the program whether or not the program is associated with the goods in such a manner that it customarily is considered part of the goods, and whether or not, by becoming the owner of the goods, a person acquired a right to use the program in connection with the goods, and whether or not the program is embedded in goods that consist solely of the medium in which the program is embedded).

The pledge and grant of a security interest in proceeds hereunder shall not be deemed to give the Company any right to dispose of any of the Collateral. Nothing contained herein shall be deemed to be an assignment of any "intent to use" trademark application.

Notwithstanding anything to the contrary in this Agreement, the term "Collateral" shall not include any of the Excluded Assets, no lien or security interest has been granted in the Excluded Assets pursuant hereto, and none of the covenants, representations or warranties set

forth in this Agreement shall apply to, or be a reference to, any Excluded Assets. If at any time, any Collateral subject to this Agreement becomes an Excluded Asset, the security interest of Bekaert in such Excluded Asset shall immediately and automatically terminate at such time and such Excluded Asset shall cease to constitute Collateral; provided that Bekaert shall automatically be granted a security interest in any Excluded Asset which ceases to constitute an Excluded Asset pursuant to the definition contained herein.

For purposes of this Agreement, "Excluded Asset" shall mean (i) any property purchased from the proceeds of any purchase money indebtedness or capital lease obligations which is permitted pursuant to the terms of the Note, (ii) any license, permit or authorization issued by any governmental authority, (iii) any contracts, contract rights, permits, licenses, authorizations, instruments, general intangibles or any other property which would be Collateral (but for the provisions of this definition) which by their terms, the terms of any documents, agreements, instruments, permits, licenses, or authorizations relating thereto, including any organizational documents, or the operation of law may not be assigned or pledged, or in which a security interest may not be created or for which any consent for assignment or creation of a security interest therein is required and has not been obtained or which would be breached or terminated (or permits any person to exercise a remedy thereunder) by virtue of a security interest being granted (other than to the extent that any such prohibition or consent requirement, and any such breach or termination, and any such permission to exercise a remedy, would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC) or which would require a finding of suitability or other similar approval or procedure by any governmental authority prior to being pledged, hypothecated, or given as collateral security; provided, however, that the security interest shall attach immediately at such time as the restriction prohibiting assignment shall be removed or any condition thereto shall be satisfied or such required finding of suitability or other approval has been obtained, (iv) any intent-to-use trademark or service mark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under federal law (after such period, such interest in such trademark or service mark applications will become part of the Collateral); (v) any real property or fixtures, (vi) any Collateral subject to a permitted release from the lien of Bekaert and (vii) any assets subject to the mortgage securing the loan to Company by Bangor Savings Bank, in the principal amount of \$1,320,000, maturing on December 7, 2016.

Any term used in this Agreement and in any financing statement filed in connection herewith which is defined in the Uniform Commercial Code codified by the State of New York on the date this Agreement is signed by Company (the "UCC") and not otherwise defined in this Agreement, has the meaning given to such term in the UCC.

2. **CHANGE IN NAME.** Company represents and warrants that the name and address of Company appearing at the beginning of this Agreement is Company's exact legal name and address of its chief executive office, and that Company is a corporation duly organized and existing under the laws of the State of Maine. Company hereby agrees that if Company changes its name or form of organization, or establishes a name in which it may do business, Company will promptly notify Bekaert in writing of such changes.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING COLLATERAL.** Company represents, warrants and covenants to Bekaert that:

- (a) Company has good and marketable title to all of the Collateral (subject to encumbrances permitted under the Note);
- (b) Company will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except to the extent (i) such claims or demands are made pursuant to encumbrances permitted under the Note or (ii) the Company determines, in its reasonable discretion, that the costs of defending against any such claim or demand would outweigh the benefits of derived from such defense.

4. **OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS.** Company represents, warrants and covenants to Bekaert that:

- (a) all information hereafter furnished to Bekaert will be true, correct and complete in all material respects; and
- (b) the execution, delivery and performance by Company of this Agreement and the Guaranty are within its power, have been duly authorized as may be required and are the legal, binding, valid and enforceable obligations of Company and do not (i) contravene, or constitute (with or without the giving of notice or lapse of time or both) a violation of any provision of applicable law, a violation of the organizational documents of Company, or a default under any agreement, judgment, injunction, order, decree or other instrument binding upon or affecting Company, or (ii) result in the creation or imposition of any lien (other than the lien(s) created by this Agreement) on any of Company's assets.

5. **COVENANTS REGARDING COLLATERAL.** Company covenants that it shall:

- (a) Company shall do, obtain, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as Bekaert may reasonably require to vest in and assure to Bekaert its rights hereunder and in or to the Collateral (and the proceeds thereof);
- (b) keep the Collateral in good order and repair at all times, reasonable wear and tear and insured casualties excepted, and promptly notify Bekaert of any event causing a material loss or decline in value of the Collateral whether or not covered by insurance and the amount of such loss or depreciation, provided that this provision shall not apply immaterial Collateral not required for the business of the Company;
- (d) only use or permit the Collateral to be used in accordance with all applicable federal, state, county and municipal laws and regulations;
- (e) have and maintain property and casualty insurance at all times with respect to all Collateral against all reasonably anticipated risks of loss, and in such form and in such amount (but not to exceed the fair market value of the Collateral), for such

period and written by such companies, in each case as are customarily carried by companies similar in size and nature. The policies of all such casualty insurance shall contain a standard lender's loss payable clause issued in favor of Bekaert under which all losses thereunder shall be paid to Bekaert as Bekaert's interest may appear. Promptly upon demand of Bekaert, Company shall furnish Bekaert with duplicate original policies of insurance or such other evidence of insurance as Bekaert may reasonably require. In the event of failure to provide insurance as herein provided, Bekaert may, at its option, obtain such insurance and Company shall pay to Bekaert, on demand, the cost thereof. Proceeds of insurance may be applied by Bekaert to reduce the Obligations or to repair or replace Collateral, all in Bekaert's reasonable discretion; provided, however, insurance proceeds shall be made available to Company in the event there is no then current Event of Default and such proceeds are used exclusively to repair the Collateral or to purchase like kind Collateral of equal or greater value and as to which Bekaert shall have the same security interest and lien position as hereunder;

- (f) at all times keep accurate and complete records covering each material item of Collateral, including the proceeds therefrom; and not affix any Collateral to any real estate unless Company has (i) obtained Bekaert's permission to do so; or (ii) delivered to Bekaert a landlord's waiver with respect to such collateral duly executed by the landlord of the real estate to which the collateral is to be affixed, in form and substance satisfactory to Bekaert, which waiver disclaims any interest in such assets.

6. **FINANCING STATEMENTS.** Company hereby authorizes Bekaert to file one or more financing, continuation or amendment statements pursuant to the UCC in any form reasonably satisfactory to Bekaert. The Company will reimburse Bekaert for the cost of preparing and filing the same in all jurisdictions in which such filing is deemed by Bekaert to be necessary or desirable.

7. **EVENTS OF DEFAULT.** Company shall, at the option of Bekaert, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) the occurrence of an "Event of Default" under the Guaranty or the Note; (b) the failure by Company to perform any of its other material obligations under this Agreement and such failure remains uncured for a period of twenty (20) days; or (c) the failure of Bekaert to have a perfected security interest in the Collateral (except to the extent Bekaert has declined to take the steps necessary to perfect its security interest), that is not subject to and remedied by prompt cure thereof.

8. **REMEDIES.** Upon the occurrence of and during the continuation of any Event of Default, Bekaert may declare all Obligations immediately due and payable and shall have, in addition to any remedies provided herein or by any applicable law or in equity, all the remedies of a secured party under the UCC. To the extent permitted by the UCC, upon the occurrence of and during the continuation of any Event of Default, Bekaert may (a) peaceably with judicial authorization enter Company's premises and take possession of the Collateral, (b) render the Collateral unusable, (c) dispose of the Collateral, including full power to sell, lease, transfer or otherwise deal with the Collateral or proceeds thereof in its own name or that of the Company,

and, (d) require Company to assemble the Collateral and make it available to Bekaert. Bekaert may sell the Collateral at a public auction or private sale. Bekaert will give Company prior reasonable written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice shall be met if such notice is sent to Company at least ten (10) days before the time of the intended sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Bekaert's reasonable and documented attorney's fees and legal expenses, incurred or expended by Bekaert to enforce any payment due it under the Note either as against Company, or in the prosecution or defense of any action, or concerning any matter growing out of or connection with the subject matter of this Agreement or any other Ancillary Agreement and the Collateral pledged hereunder.

9. **POWER OF ATTORNEY.** So long any Obligations remain outstanding, the Company hereby appoints Bekaert as its true and lawful attorney-in-fact, irrevocably, with full power of substitution, during the existence of an Event of Default, to execute any documents necessary to sell or otherwise transfer title with Collateral, including without limitation bills of sale or documents necessary to transfer title to vehicles or other Collateral subject to certificate of title statements. This power is given as security for the Obligations, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Bekaert.

10. **PAYMENT OF EXPENSES.** At its option, upon the failure of the Company timely to do so as required hereunder, Bekaert may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for required insurance on the Collateral and may pay for the maintenance, appraisal or reappraisal, and preservation of the Collateral, as reasonably requested by Bekaert to be necessary. Company will reimburse Bekaert on demand for any reasonable payment so made or any reasonable expense incurred by Bekaert pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by Bekaert.

11. **NOTICES.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt if delivered personally to such party, or by nationally recognized overnight courier service, to the address set forth above or to such other address as any party may give to the other in writing for such purpose.

12. **PRESERVATION OF RIGHTS.** No delay or omission on the part of Bekaert to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power or any acquiescence therein, nor will the action or inaction of Bekaert impair any right or power arising hereunder. Bekaert's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which Bekaert may have under other agreements, at law or in equity.

13. **ILLEGALITY.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

14. **CHANGES IN WRITING.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by Company therefrom, will in any event be effective unless the same is in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Company in any case will entitle Company to any other or further notice or demand in the same, similar or other circumstance.

15. **ENTIRE AGREEMENT.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

16. **COUNTERPARTS.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument.

17. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and inure to the benefit of Company and Bekaert and their respective heirs, executors, administrators, successors and assigns; provided, however, that Company may not assign this Agreement in whole or in part without the prior written consent of Bekaert, and Bekaert at any time may assign this Agreement in whole or in part.

18. **INTERPRETATION.** In this Agreement, unless Bekaert and Company otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the state of New York, United States of America, without regard to conflict of laws principles.

21. **DISPUTE RESOLUTION.** Any and all disputes, controversies or claims arising out of this Agreement shall be resolved by friendly discussions or arbitration as agreed by Company and Bekaert. This provision does not limit the right of Bekaert to (i) exercise self-help remedies such as setoff; (ii) foreclose against or sell any Collateral; (iii) act in a court of law, before, during or after the arbitration proceeding to obtain: (A) any interim remedy; and/or (B) additional or supplementary remedies under this Agreement.

826300

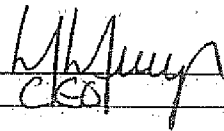
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Company, on the day and year first written above, has caused this Security Agreement to be executed by its duly authorized officer.

SOLERAS, LTD.

By: _____

Its: _____


CSA

826318