

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
QUADION LLC		09/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	111 West Monroe Street, 20th Floor East		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3473367	ACCU-MAT	
Registration Number:	3469155	CLEANNCARE	
Registration Number:	0912727		
Registration Number:	0908920		
Registration Number:	0926775		
Registration Number:	0891582		
Registration Number:	3076149	GLOBAL EXPRESS	
Registration Number:	1483056	MINNESOTA RUBBER	
Registration Number:	1686048	Q MINNESOTA RUBBER	
Registration Number:	3500940	Q MINNESOTA RUBBER & PLASTICS	
Registration Number:	0581372	QUAD	
Registration Number:	0916632	QUAD	
Registration Number:	0916740	QUAD	
Registration Number:	0956442	QUAD	

TRADEMARK

Registration Number:	0915638	QUAD
Registration Number:	0917508	QUAD
Registration Number:	0921586	QUAD
Registration Number:	0917636	QUAD
Registration Number:	0915052	QUAD
Registration Number:	0916121	QUAD
Registration Number:	0958592	QUAD
Registration Number:	0922820	QUAD
Registration Number:	0898382	QUAD
Registration Number:	0951358	QUAD
Registration Number:	1383365	QUADION
Registration Number:	1382686	QUADION
Registration Number:	0645116	QUAD-RING
Registration Number:	3686474	RITE FIT
Registration Number:	1382685	Q
Registration Number:	1383364	Q
Registration Number:	3051420	SILICONE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.150
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	09/20/2012

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") dated as of September 12, 2012 by QUADION LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, as administrative agent ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, as "Borrower", the other "Guarantors" from time to time party thereto, Administrative Agent and the lenders from time to time party thereto ("Lenders"), Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of Borrower; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that Grantor shall have executed and delivered to Administrative Agent (a) that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among Grantor, the other "Debtors" party thereto and Administrative Agent and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement. The term "Trademarks" shall mean all of Grantor's trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), including, without limitation, the trademarks, trade names, service marks, registrations and applications listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants to Administrative Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. SEVERABILITY. In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.


6. ASSIGNMENTS. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. GOVERNING LAW. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of Illinois.

[signature page follows]

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

QUADION LLC

By: 
Name: James R. Lande
Title: Chief Executive Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By: _____
Name: _____
Title: _____

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

QUADION LLC

By: _____
Name: James R. Lande
Title: Chief Executive Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Administrative Agent

By:  _____
Name: **Jason Swanson**
Title: **Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
Quadion Corporation	ACCU-MAT (Intent-to-Use)	USA	77/189904	4/24/2007	3473367	7/22/2008	10
Quadion Corporation	CleanNCare (Intent-to-Use)	USA	77/249854	8/8/2007	3469155	7/15/2008	21
Quadion Corporation	Cross Section of Quad-Ring and O-Ring -- Miscellaneous Design	Australia	A537754	10-Jul-90	A537754	10-Jul-90	17
		Canada	313278	16-May-68	161539	07-Mar-69	
		EC	2600609	04-Mar-02	2600609	04-Mar-02	7, 12, 17
		Italy	RM93C/003324	13-Oct-93	662408	11-Sep-95	17
		Japan	HEJ2-066878	12-Jun-90	2561147	30-Jul-93	7, 12, 17
		Korea	90-20461	10-Jul-90	236113	21-Apr-92	6, 7 & 17
		Malaysia	90/04086	26-Jun-90	90/04086	26-Jun-90	17
		Mexico	96530	19-Sep-90	390462	15-Feb-91	17
		Norway	96426	17-Jun-68	78066	19-Dec-69	17
		S. Korea	40 2000 16237	04-Apr-00	506227	12-Nov-01	12
		Singapore	421/90	10-Jan-90	421/90	10-Jan-90	17
		Switzerland	3880	01-Jul-68	364296	01-Jul-68	17
		U.K.	923681	10-Apr-68	923681	10-Apr-68	17
		USA	358453	30-Apr-70	912727	08-Jun-71	17
		USA	358454	30-Apr-70	908920	02-Mar-71	13
USA	358456	30-Apr-70	926775	11-Jan-72	23		
USA	294844	13-Apr-68	891582	26-May-70	17		
Quadion Corporation	GLOBAL EXPRESS	USA	78/550078	19-Jan-05	3076149	04-Apr-06	
Quadion Corporation	MINNESOTA RUBBER	Singapore	420/90	10-Jan-90	420/90	1/10/1990	17
		USA	73/633447	03-Dec-86	1483056	05-Apr-88	7, 9, 12, 17
Quadion Corporation	MINNESOTA RUBBER & DESIGN OF Q	Australia	535890	07-Jun-90	8535890	07-Jun-90	17
		Canada	676385	10-Feb-91	TMA432944	09-Sep-94	17
		China	4508781	18-Feb-05			17

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
		European Comm UI	4274081	26-Jan-05	4274081	26-Jan-05	7,12&17
		Japan	HEI 2-066877	12-Jun-90	2683776	29-Jul-94	7,12&17
		Korea	90-20463	10-Jul-90	257041	12-Jan-93	7, 17
		Korea	98-15571	18-Jun-98	460256	07-Dec-99	17
		Malaysia	90/04087	26-Jun-90	90/04087	26-Jun-90	17
		Mexico	96532	19-Sep-90	390464	15-Feb-91	17
		S. Korea	40 2000 16240	04-Apr-00	506229	12-Nov-01	12
		Singapore	4562/90	25-Jun-90	T90/04562 C	(25-Jun-90	17
		USA	74/138102	11-Feb-91	1686048	12-May-92	7, 17
Quadion Corporation	MINNESOTA RUBBER & PLASTICS AND DESIGN OF Q	China	6249880	30-Aug-07	17		
		European CommUI	6219521	22-Aug-07	6219521	8/22/2007	
		Singapore	T0718159E	03-Sep-07	T0718159E	03-Sep-07	17
		USA	77/257868	17-Aug-07	3500940	16-Sep-08	7, 17
Quadion Corporation	MINNESOTA RUBBER COMPANY & DESIGN OF 4-LOBED RING	EC	3970845	30-Jul-04	3970845	30-Jul-04	7, 12, & 17
		Norway	96427	17-Jun-68	78067	30-Jul-04	17
		Switzerland	3879	01-Jul-68	364295	19-Dec-69	17
		U.K.	923680	10-Apr-68	923680	10-Apr-68	17
Quadion Corporation	MINNESOTA RUBBER EUROPE	France	97670025	24-Mar-97	97670025	24-Mar-97	12, 17, 40, 42
Quadion Corporation	QUAD	Australia	181454	09-Jul-63	181454	09-Jul-63	17
		Canada	240089	28-Mar-57	108436	01-Nov-57	
		China	4508777	18-Feb-05	4508777	28-May-08	17
		Korea	90-20464	10-Jul-90	301970	15-Nov-94	38 (KOREAN)
		Malaysia	90/04083	26-Jun-90	90/04083	26-Jun-90	17
		Mexico	96527	19-Sep-90	390459	15-Feb-91	17
		Norway	100617	28-Jul-69	82414	18-Aug-71	1, 10, 12, 17
		S. Korea	40 2000 16242	04-Apr-00	506230	12-Nov-01	12
		Singapore	8425/90	10-Jan-90	8425/90	10-Jan-90	61270
		Sweden	3492/1964	17-Sep-64	112248	19-Feb-65	7, 17
		Switzerland	2331	14-Apr-67	355109	14-Apr-67	12, 17
		Taiwan	79-29365	04-Jul-90	524118	16-Jun-91	84
		USA	644561	01-Apr-53	581372	20-Oct-53	17
		USA	316112	08-Jan-69	916632	20-Jul-71	9
		USA	326403	05-May-69	916740	20-Jul-71	17

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
		USA	326397	05-May-69	956442	03-Apr-73	7
		USA	326399	05-May-69	915638	29-Jun-71	28
		USA	326401	05-May-69	917508	03-Aug-71	7, 17
		USA	326400	05-May-69	921586	05-Oct-71	17
		USA	326404	05-May-69	917636	03-Aug-71	17
		USA	326406	05-May-69	915052	15-Jun-71	7
		USA	326398	05-May-69	916121	13-Jul-71	13
		USA	326405	05-May-69	958592	08-May-73	17
		USA	351504	16-Feb-70	922820	26-Oct-71	9
		USA	326407	05-May-69	898382	08-Sep-70	10
		USA	326402	05-May-69	951358	23-Jan-73	17
Quadion Corporation	QUAD (TRADEMARK RECORDATIO N- U.S. CUSTOMS SERVICE)	USA	N/A		TMK03-00681	02-Oct-90	
Quadion Corporation	QUAD (Vols. I & II)	Japan	SHO 58-097636	19-Oct-83	1847887	26-Mar-86	7, 12, 17
Quadion Corporation	QUAD Vols. I & II	EC	3221264	11-Jun-03	3221264	11-Jun-03	42928
Quadion Corporation	QUADION	Australia	431471	09-Aug-85	A431471	10-Feb-89	17
		BeneLux	677001	22-Aug-85	411634	10-Mar-86	7, 17
		Canada	545760	08-Jul-85	335291	18-Dec-87	
		China	4508783	18-Feb-05	4508783	28-May-08	17
		EC	3221132	11-Jun-03	3221132	11-Jun-03	7, 12, 17
		France	755487	13-Aug-85	1341110	13-Aug-85	7, 17,40,42
		Germany	Q1139/7WZ	14-Aug-85	1108462	10-Jul-87	7, 17,40,42
		Hong Kong	2372/85	11-Jul-85	19860280	16-May-85	7
		Israel	61626	14-Aug-85	61626	20-Nov-89	17
		Italy	21215C/85	13-Aug-85	719400	23-Jul-97	
		Japan	97183/1985	25-Sep-85	2019343	26-Jan-88	17
		Korea	96-7730	10-Dec-96	134698	12-Dec-86	38 (KOREAN)

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
		Korea	40 2000 16236	04-Apr-00	506226	12-Nov-01	12
		Korea	96-426	10-Dec-96	6780	12-Dec-86	112 (KOREAN)
		Malaysia	90/04085	26-Jun-90	90/04085	26-Jun-90	17
		Mexico	96528	19-Sep-90	390460	15-Feb-91	17
		Norway	85-3007	13-Aug-85	125089	30-Apr-86	17, 37,42
		Singapore	S/543/86	05-Feb-86	543/86	16-May-85	7
		Singapore	419/90	10-Jan-90	419/90	10-Jan-90	17
		Switzerland	4202	09-Jul-85	341826	16-Dec-85	7 & 17
		Taiwan	79-29366	04-Jul-90	524119	16-Jun-91	84
		USA	73/537894	16-May-85	1383365	18-Feb-86	17
Quadion Corporation	QUADION & DESIGN	Australia	535889	07-Jun-90	A535889	07-Jun-90	17
		Japan	HEI 2-066876		12-Jun-90	2656765	28-Apr-94
		Korea	90-20462	10-Jul-90	257040	12-Jan-93	38 (KOREAN)
		S. Korea	40 2000 16239	04-Apr-00	506228	12-Nov-01	12
		USA	522351	14-Feb-85	1382686	11-Feb-86	37,42
Quadion Corporation	QUADRING	Korea	98-15570	18-Jun-98	460255	07-Dec-99	17
Quadion Corporation	QUAD-RING	Australia	181455	09-Jul-63	181455	09-Jul-63	17
		Canada	239938	19-Mar-57	108527	08-Nov-57	
		China	4508778	18-Feb-05	4508778	28-May-08	17
		European CommUI	3221165	11-Jun-03	3221165	11-Jun-03	7, 12, 17
		Germany	M19577/7	08-Jun-62	775743	09-Jun-62	7
		Israel	30222	13-May-69	30222	13-May-69	17
		Japan SHO	58-097637	13-Oct-83	1896716	28-Oct-86	9
		Korea	90-20465	10-Jul-90	257042	12-Jan-93	7, 17
		Korea	40 2000 16243	04-Apr-00	506231	12-Nov-01	12
		Malaysia	90/04082	26-Jun-90	90/04082	25-Jun-90	17
		Mexico	96529	19-Sep-90	390461	15-Feb-91	17
		Norway	100285 78684			13-Feb-70	17
		Singapore	8424/90	10-Jan-90	8424/90	10-Jan-92	17
		Sweden	3494/1964	17-Sep-64	112250	19-Feb-65	17
		Switzerland	2272	14-Apr-67	355089	14-Apr-67	17
		Taiwan	79-29367	04-Jul-90	524054	16-Jun-91	84
		USA	15480	11-Sep-56	645116	07-May-57	17

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
Quadion Corporation	QUAD-RING-(TRADEMARK RECORDATIO N- U.S. CUSTOMS SERVICE)	USA	N/A		TMK97-00382	02-Oct-90	
Quadion Corporation	QUAD-X	Australia	218661	22-Apr-68	8218661	22-Apr-68	17
		Canada	313628	30-May-68	168383	26-Mar-85	
		China	4508779	18-Feb-05	4508779	28-May-08	17
		European CommUI	3962917	30-Jul-04	3962917	30-Jul-04	7, 12, 17
		Italy	M93C/003323	13-Oct-93	662407	11-Sep-95	17
		Singapore	423/90	10-Jan-90	8423/90	10-Jan-90	17
		Switzerland	3878	01-Jul-68	364226	01-Jul-68	17
		U.K.	923759	11-Apr-68	923759	11-Apr-68	17
Quadion Corporation	RITE FIT	USA	77/072673	28-Dec-06	3686474	22-Sep-09	14
Quadion Corporation	SILICONE SOLUTIONS	China	4508785	18-Feb-05	4508785	07-Apr-09	21
Quadion Corporation	STYLIZED Q	Australia	431475	09-Aug-85	A431475	29-Sep-88	17
		Benelux	677002	22-Aug-85	410934	12-Feb-86	7 and 17
		Canada	545785	08-Jul-85	347963	18-Nov-88	7, 17, 42
		China	4508784	18-Feb-05	4508784	28-May-08	17
		European CommU	I3181856	16-Apr-03	3181856	16-Apr-03	7, 12, 17
		France	755486	13-Aug-85	1341109	13-Aug-85	
		Germany	Q1140/7WZ	14-Aug-85	1108463	10-Jul-87	7, 17,40,42
		Israel	61629	14-Aug-85	61629	20-Nov-89	17
		Italy	21216C/85	13-Aug-85	989898	23-Jul-97	17,37,42
		Japan	97184/1985	26-Sep-85	2039039	26-Apr-88	17
		Korea	40 2000 16234	04-Apr-00	504625	26-Oct-01	12
		Korea	96-425	10-Dec-96	6779	12-Dec-86	112 (KOREAN)
		Korea	96-7729	10-Dec-96	134697	12-Dec-86	38 (KOREAN)
		Malaysia	90/04084	26-Jun-90	90/04084	26-Jun-90	17
		Mexico	96531	19-Sep-90	390463	15-Feb-91	17
		Singapore	S/542/86	05-Feb-86	T86/00542 F	(1 05-Feb-86	7
Singapore	8418/90	10-Jan-90	8418/90	10-Jan-90	17		

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
		Switzerland	4203	09-Jul-85	341770	06-Dec-85	7 & 17
		USA	73/522350	14-Feb-85	1382685	11-Feb-86	37,42
		USA	537892	16-May-85	1383364	18-Feb-86	17
Quadion Corporation	SILICONE SOLUTIONS	USA	76/583663	03/29/04	3051420	01/24/06	

Trade Names, D/B/As

Entity	Trade Name or D/B/A
Quadion Corporation	Minnesota Rubber & Plastics
Quadion Corporation	Minnesota Rubber & QMR Plastics

Domain Names

Domain Name
bionicpetproducts.com
bionicplay.com
globalexpressgroup.com
itwontmelt.com
markellseal.com
minnesotaprecisionproducts.cn
minnesotaprecisionproducts.com
minnesotarubber.com
minnesotarubberandplastics.com
minnesotarubberandplastics.eu
minnesotarubberglobalexpress.com
mnrubber.cn
mnrubber.com
mnrubber.eu
mnrubberandplastics.com
mnrubberchina.com
mnrubberglobalexpress.com
mrglobalexpress.com
mrglobalexpress.com
oringstock.com
qmrplastics.com

Domain Name
quadion.com
quadion.eu
quadrang.com
ritefitrings.com
silicone-solution.com
siliconesolutions.net
snapkap.com
stillwelljacks.com
bluerocktechnologies.com

TRADEMARK APPLICATIONS

Holder	Trademark	Jurisdiction	App. No.	Date Filed	Reg. No./TM Class	Issue Date	TM Class(es)
Quadion Corporation	MINNESOTA RUBBER & PLASTICS AND DESIGN OF Q	Mexico	881031	07-Sep-07			17