

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	ONGUARD INDUSTRIES, INC.		12/19/2012	CORPORATION: DELAWARE
	ONGUARD INDUSTRIES, LLC		12/19/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA				
Name:	CIT HEALTHCARE LLC			
Street Address:	11 WEST 42ND STREET			
City:	NEW YORK			
State/Country:	NEW YORK			
Postal Code:	10036			
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE			
PROPERTY NUMBERS Total: 4				
	Property Type	Number	Word Mark	
	Registration Number:	3805743	STEELTEX	
	Registration Number:	1739967	HAZMAX	
	Registration Number:	1502703	POLYBLEND	
	Registration Number:	1465598	SUPERPOLY	
CORRESPONDENCE DATA				
Fax Number:	6508385109			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	650-838-3743			
Email:	JLIK@SHEARMAN.COM			
Correspondent Name:	ZHENG BAO			
Address Line 1:	3000 EL CAMINO REAL, 6TH FLOOR			
Address Line 2:	SHEARMAN & STERLING LLP			
Address Line 4:	PALO ALTO, CALIFORNIA 94306			

CH \$115.00 3805743

ATTORNEY DOCKET NUMBER:	34554/160
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	12/24/2012
Total Attachments: 6 source=0 - BSSI - Trademark Security Agreement#page1.tif source=0 - BSSI - Trademark Security Agreement#page2.tif source=0 - BSSI - Trademark Security Agreement#page3.tif source=0 - BSSI - Trademark Security Agreement#page4.tif source=0 - BSSI - Trademark Security Agreement#page5.tif source=0 - BSSI - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Healthcare LLC, a Delaware limited liability company ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 2, 2011 (as amended pursuant to Amendment No. 1 to the Credit Agreement dated as of March 5, 2012 and as otherwise may be amended, amended and restated, refinanced, supplemented, modified or restated from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the L/C Issuer, and CIT, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral"):

- (a) all of the Trademarks, owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto, but excluding any defined as Excluded Property;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that (i) the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

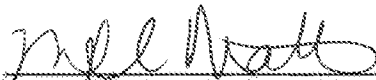
Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]


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

Very truly yours,

ONGUARD INDUSTRIES, INC.
as Grantor

By: 
Name: Michael Mattos
Title: CEO

ONGUARD INDUSTRIES, LLC
as Grantor

By: 
Name: Michael Mattos
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

CIT HEALTHCARE LLC,
as Agent

By: _____
Name:
Title:

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

Very truly yours,

ONGUARD INDUSTRIES, INC.
as Grantor

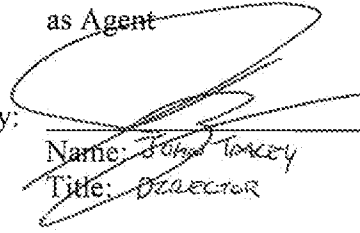
By: _____
Name:
Title:

ONGUARD INDUSTRIES, LLC
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

CIT HEALTHCARE LLC,
as Agent

By:  _____
Name: *James Torrey*
Title: *Director*

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	Country	Application No.	Reg. No.	Owner	Status
STEELTEX	U.S. Federal	77757904	3805743	ONGUARD Industries, LLC	Registered
HAZMAX	U.S. Federal	74268858	1739967	ONGUARD Industries, LLC	Registered
POLYBLEND	U.S. Federal	73654087	1502703	ONGUARD Industries, LLC	Registered
SUPERPOLY	U.S. Federal	73654085	1465598	ONGUARD Industries, LLC	Registered

B. TRADEMARK APPLICATIONS

None.