

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
Central Seaway Co., Inc.		12/19/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association: ILLINOIS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	74647911	CENSEA
Serial Number:	76129370	CENSEA
Serial Number:	75298705	A-PAC

CORRESPONDENCE DATA

Fax Number: 2029068669
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2029068790
 Email: smckeon@dykema.com
 Correspondent Name: Shannon Marie McKeon
 Address Line 1: 1300 I Street, N.W.
 Address Line 2: Suite 300
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	011485.1887
NAME OF SUBMITTER:	Shannon Marie McKeon

CH \$90.00 74647911

Signature:	/Shannon Marie McKeon/
Date:	12/23/2013
Total Attachments: 8 source=amended and restated security agreement#page1.tif source=amended and restated security agreement#page2.tif source=amended and restated security agreement#page3.tif source=amended and restated security agreement#page4.tif source=amended and restated security agreement#page5.tif source=amended and restated security agreement#page6.tif source=amended and restated security agreement#page7.tif source=amended and restated security agreement#page8.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") entered into by and between CENTRAL SEAWAY CO., INC., an Illinois corporation and the guarantor of the borrower's obligations under the Credit Agreement described below (the "Guarantor"), and BANK OF AMERICA, N.A., as administrative agent (in such capacity, the "Agent") for the Lenders under the Credit Agreement (as defined below). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

RECITALS

- A. Guarantor is the sister company of Censea, Inc., an Illinois corporation (the "Borrower"), with each entity having substantially the same ownership.
- B. Guarantor, The Northern Trust Company (the "Existing Agent") and the financial institutions that are or may from time to time become parties thereto, as the lenders (collectively, the "Lenders") had entered into a Loan and Security Agreement dated as of December 17, 1993 (as amended from time to time, the "Original Credit Agreement"). The Original Loan Agreement was amended and restated pursuant to an Amended and Restated Credit and Security Agreement dated as of September 30, 2003 (the "Second Credit Agreement"). In connection with the Original Credit Agreement and the Second Credit Agreement, Guarantor had granted to the Existing Agent and the Lenders a security interest in substantially all of Guarantor's assets.
- C. The Borrower, the Lenders, the Existing Agent and Guarantor had entered into the Credit Agreement dated as of April 30, 2004 (as amended from time to time, the "Third Credit Agreement"), pursuant to a corporate restructuring in which, among other changes, Guarantor repaid all amounts due under the Second Credit Agreement and executed a Guaranty of Borrower's obligations under the Third Credit Agreement. In connection with the Third Credit Agreement, Guarantor had executed and delivered to the Existing Agent that certain Trademark Security Agreement dated as of April 30, 2004 (the "Existing Trademark Security Agreement"), pursuant to which the Guarantor granted to the Existing Agent for the benefit of the Lenders a security interest in each of its trademarks (the "Existing Assignment").
- D. The Existing Agent has resigned as the administrative agent under the Third Credit Agreement, the Agent has been appointed as administrative agent thereunder, and immediately thereafter, the Borrower, the Lenders, the Agent and the Guarantor agreed to amend and restate the Third Credit Agreement pursuant to that certain Amended and Restated Credit Agreement dated as of December 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").
- E. In connection with the resignation of the Existing Agent, its replacement by the Agent, and the amendment and restatement of the Third Credit Agreement in the form of the Credit Agreement, the parties wish to amend and restate the Existing Trademark Security Agreement to ensure that the Agent continues to hold for the benefit of the Lenders the security interest granted to the Existing Agent pursuant to the Original Credit Agreement, the Second Credit Agreement and the Third Credit Agreement in the Trademark Rights, as defined below, subject to the terms and conditions set forth herein below.
- F. Guarantor represents that it now possesses the sole and complete ownership rights to the Trademark Rights to be secured by this Trademark Security Agreement and that it has not granted a security interest or otherwise pledged, managed, transferred, assigned or

licensed any part of its rights in said Trademark Rights to any party other than the Agent, for the benefit of the Lenders.

NOW, THEREFORE, in order to induce the Lenders to consummate the financial accommodations provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor does hereby agree with Agent, for the benefit of Lenders, as follows.

AGREEMENT

Section 1. Grant of Security Interest . Guarantor hereby grants a first priority security interest to Agent, for the benefit of Lenders, its successors and assigns, in the entire right, title, and interest of Guarantor in and to the following "Trademark Rights":

All trademarks, trademark registrations and trademark applications and the goodwill underlying those trademarks of Guarantor, including but not limited to those set forth in Exhibit A and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon and any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including any rights as a licensor or licensee of said trademark ("Trademarks") subject to termination only if: (i) all "Obligations" (as defined in the Credit Agreement) of Guarantor and Borrower are satisfied and paid as and when due and (ii) there shall have been terminated all commitments of Agent and any Lender to any party arising under the Credit Agreement; otherwise, the same shall remain in full force and effect, it being intended by Guarantor and Agent that the Trademark Rights shall serve as collateral security to the Agent, for the benefit of Lenders, for the payment and performance of such "Obligations" of Guarantor and Borrower and, accordingly, that this instrument shall be subject to the terms of the Credit Agreement and all the Collateral Documents.

Notwithstanding the foregoing, unless and Agent exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in the Trademark Rights, Guarantor shall continue to own, and may use and enjoy, the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the collateral assignment herein contained.

Section 2. No Liens, etc. Guarantor agrees that it will not, without the prior written consent of Agent, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than Agent in said Trademarks or take any other acts that are contrary to or inconsistent with the rights granted to Agent, for the benefit of Lenders, in this Trademark Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action that may result in the cancellation or expiration of any Trademark registrations covered by this Trademark Security Agreement without the prior written agreement of Agent.

Section 3. Guarantor's Obligation to Maintain and Enforce Rights. Guarantor further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by Agent:

- (a) To take all actions necessary to properly maintain and renew all registrations for Trademarks that are or may become subject to this Trademark Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and

timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations for Trademarks (including the filing of a declaration of incontestability under §15 of the United States Trademark Act where possible) that may be necessary or appropriate under applicable law.

- (b) To file new applications to register and protect under applicable law all Trademarks acquired by Guarantor but for which applications have not previously been filed or to take all other actions necessary to cause registrations for Trademarks to be issued as a result of said applications.
- (c) To protect such Trademarks from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Trademarks from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims.

Section 4. Reporting Requirements. Guarantor agrees to provide written semiannual reports to Agent informing it of the status of all Trademarks subject to this Trademark Security Agreement including any new trademark registrations, trademark applications or related licenses.

Section 5. After Acquired Property. If Guarantor shall obtain rights to or become entitled to the benefit of any new trademarks, registered trademarks, trademark applications or licenses before its obligations to the Agent as set forth in this Trademark Security Agreement have been satisfied in full, the provisions of this Trademark Security Agreement shall automatically apply thereto and Guarantor hereby authorizes Agent to modify or update this Trademark Security Agreement accordingly.

Section 6. Events of Default. The failure by Guarantor to perform any of the terms or conditions of this Trademark Security Agreement or the failure by Guarantor or Borrower to perform any of the terms and conditions of the other Loan Documents shall constitute a material default hereunder. Upon the occurrence of such a default and upon the receipt by Guarantor of appropriate written notice from Agent, Guarantor hereby authorizes and grants a power of attorney to Agent to take any action as may be deemed to be necessary with respect to said Trademarks including but not limited to the assignment of all said Trademarks from Guarantor to Agent. This right may be exercised in addition to any other rights and remedies that may be available under applicable law.

Section 7. Interpretation. This Trademark Security Agreement is subject to the terms and conditions of the Credit Agreement and shall constitute a Loan Document as defined therein. Where any term in this Trademark Security Agreement may be inconsistent with any term in the Credit Agreement, the terms of the Credit Agreement shall control.

Section 8. No Waiver. The failure by the Agent to exercise any right under this Trademark Security Agreement shall not operate as a waiver thereof and shall not bar Agent from continuing to exercise said rights in the future.

Section 9. Governing Law. This Trademark Security Agreement is to be governed by the law of the State of New York and is binding on the parties and their successors and assigns. Guarantor may neither assign nor transfer any part of its obligations under this Trademark Security Agreement either expressly or by operation of law without the written consent of Agent.

Section 10. Severability. The terms of this Trademark Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Guarantor has caused this Amended and Restated Trademark Security Agreement to be executed as of the 19th day of December, 2013.

GUARANTOR:

CENTRAL SEAWAY CO., INC., an Illinois corporation

By: Lee N. Feigon
Name: Lee N. Feigon
Title: President

AGENT:

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY: THE NORTHERN TRUST COMPANY

By: _____
Name: _____
Title: _____

Address of Guarantor:

1845 Oak Street
Suite 101
Northfield, IL 60093
Attention: Michael Cohen

Address of Agent:

Bank of America, N.A.
Agency Management
231 S. LaSalle St.
Chicago, IL 60603
Attention: Christine Trotter

IN WITNESS WHEREOF, Guarantor has caused this Amended and Restated Trademark Security Agreement to be executed as of the 19th day of December, 2013.

GUARANTOR:

CENTRAL SEAWAY CO., INC., an Illinois corporation

By: _____
Name: _____
Title: _____

AGENT:

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

By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

ACKNOWLEDGED AND AGREED TO BY: THE NORTHERN TRUST COMPANY

By: _____
Name: _____
Title: _____

Address of Guarantor:

1845 Oak Street
Suite 101
Northfield, IL 60093
Attention: Michael Cohen

Address of Agent:

Bank of America, N.A.
Agency Management
135~~74~~ S. LaSalle St.
Chicago, IL 60603
Attention: Christine Trotter

IN WITNESS WHEREOF, Guarantor has caused this Amended and Restated Trademark Security Agreement to be executed as of the 19th day of December, 2013.

GUARANTOR:

CENTRAL SEAWAY CO., INC., an Illinois corporation

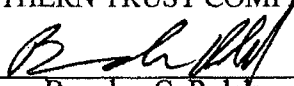
By: _____
Name: _____
Title: _____

AGENT:

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY: THE NORTHERN TRUST COMPANY

By:  _____
Name: Brandon C. Rolek
Title: Senior Vice President

Address of Guarantor:

1845 Oak Street
Suite 101
Northfield, IL 60093
Attention: Michael Cohen

Address of Agent:

Bank of America, N.A.
Agency Management
231 S. LaSalle St.
Chicago, IL 60603
Attention: Christine Trotter

EXHIBIT A

List of Trademarks

CenSea, Serial No. 74647911

CenSea, Serial No. 76129370

A-PAC, Serial No. 75298705