

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
U.S. NATURAL RESOURCES, INC.		12/20/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1300 SW 5th Avenue, Suite 2500
Internal Address:	MAC P6101-250
City:	Portland
State/Country:	OREGON
Postal Code:	97201
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3075675	ADVANTAGE
Registration Number:	3446456	DATAFUSION
Registration Number:	3713397	E-VALUATOR
Registration Number:	1451974	INOVEC
Registration Number:	3028964	LHG
Registration Number:	1048882	LOG BOSS
Registration Number:	2701125	MILL WIDE WEB
Registration Number:	2869240	NEWNES/MCGEHEE
Registration Number:	3437535	ROBOGANG
Registration Number:	2037735	TRUE FLOW
Serial Number:	86109971	BIOLUMA
Serial Number:	86109978	MILLTRAK
Serial Number:	86109969	MYMILL

OP \$515.00 3075675

Serial Number:	86109980	THG
Serial Number:	86109968	TRANSLINEATOR
Serial Number:	86110951	WINTALLY
Registration Number:	3593174	BLOCKPLUS
Registration Number:	2901134	COE
Registration Number:	0518061	COE
Registration Number:	0537343	COE

CORRESPONDENCE DATA

Fax Number: 5037782200
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (503) 778-2137
Email: trademarks@lanepowell.com
Correspondent Name: Lisa M. Davis, c/o Lane Powell PC
Address Line 1: 601 SW 2nd Avenue, Suite 2100
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	105727.1542
NAME OF SUBMITTER:	Lisa M. Davis
Signature:	/lisamdavis/
Date:	01/28/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is between U.S. NATURAL RESOURCES, INC., a Delaware corporation, THE COE MANUFACTURING COMPANY, an Ohio corporation, USNR/KOCKUMS CANCAR COMPANY, a company incorporated under the laws of the Province of Nova Scotia, Canada (each, a "Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (the "Secured Party"), pursuant to that certain Collateral Agreement (as amended, restated, supplemented, or otherwise modified from time to time, the "Collateral Agreement"), dated as of December 20, 2013, by and among the Debtor and the Secured Party. Initially capitalized terms used but not defined herein have the respective meanings given in the Collateral Agreement.

Recitals:

WHEREAS, pursuant to the terms of the Collateral Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **GRANT.** The Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) (i) all of the following:

(A) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office, or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I annexed hereto;

(B) all reissues, extensions, and renewals thereof;

(C) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing;

(D) the right to sue for past, present, and future infringements of any of the foregoing;

(E) all rights corresponding to any of the foregoing throughout the world; and

(F) all goodwill associated with and symbolized by any of the foregoing;

in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (i) being referred to herein collectively as the "Trademarks");

(ii) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (each a "Trademark License");

(iii) each trademark registration (each a "Trademark Registration"); and

(iv) each trademark application (each a "Trademark Application") (including without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule I annexed hereto, together with the goodwill of the business symbolized thereby); and

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Debtor against third parties for past, present, or future: (i) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule I annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule I annexed hereto); or (ii) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

2. COLLATERAL AGREEMENT. The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Collateral Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. AUTHORIZATION TO SUPPLEMENT. If the Debtor obtains rights to any new trademarks or becomes entitled to the benefit of any Trademark Application, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new Trademark Application, registered Trademark or other material Trademark, in accordance with Section 4.9(c) of the Collateral Agreement. Without limiting the Debtor's obligations under this Section 3, the Debtor hereby authorizes the

Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of the Debtor, and Secured Party shall deliver written notification of such amendment of Schedule I to Debtor within ten (10) Business Days of such amendment. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or provide notice thereof to Debtor shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

4. EXPENSES. The Debtor shall pay all reasonable and documented out-of-pocket expenses incurred by the Secured Party to the extent the Debtor would be required to do so pursuant to Section 12.3 of the Credit Agreement.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

[Remainder of Page Intentionally Blank]

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

U.S. NATURAL RESOURCES, INC.,
a Delaware corporation

By: Donald R. Bechen
Name: Donald R. Bechen
Title: Vice President, Secretary and Treasurer

**THE COE MANUFACTURING
COMPANY, an Ohio corporation**

By: Donald R. Bechen
Name: Donald R. Bechen
Title: Vice President, Secretary and Treasurer

USNR/KOCKUMS CANCAR COMPANY,
a company incorporated under the laws of the
Province of Nova Scotia, Canada

By: Donald R. Bechen
Name: Donald R. Bechen
Title: Vice President, Secretary and Treasurer

[Acknowledgment Pages to Follow]

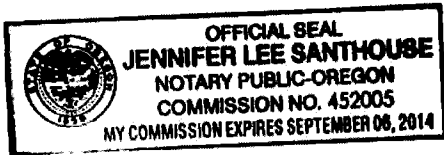
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005207 FRAME: 0153

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on December 18, 2013 by Donald R. Bechen, as Vice President, Secretary and Treasurer of U.S. Natural Resources, Inc.

DATED: December 18, 2013



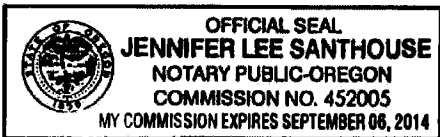
Jennifer Lee Santhouse
Print Name: Jennifer Lee Santhouse
NOTARY PUBLIC for the State of Oregon,
residing at Portland, Oregon

My appointment expires: 9-6-2014

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on December 18, 2013 by Donald R. Bechen, as Vice President, Secretary and Treasurer of The Coe Manufacturing Company.

DATED: December 18, 2013



Jennifer Lee Santhouse
Print Name: Jennifer Lee Santhouse
NOTARY PUBLIC for the State of Oregon,
residing at Portland, Oregon

My appointment expires: 9-6-2014

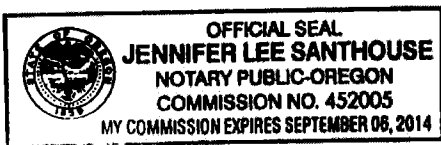
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005207 FRAME: 0154

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on December 18, 2013 by Donald R. Bechen, as Vice President, Secretary and Treasurer of USNR/Kockums Cancar Company.

DATED: December 18, 2013




Jennifer Lee Santhouse
Print Name: Jennifer Lee Santhouse
NOTARY PUBLIC for the State of Oregon,
residing at Portland, Oregon
My appointment expires: 9-6-2014

[Signature Pages Continue]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as administrative agent

By: 
Name: Dawn Moore
Title: Senior Vice President

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on December 18, 2013 by Dawn Moore as Senior Vice President of Wells Fargo Bank, National Association.

DATED: December 18, 2013

Carrie A. Becker
Print Name: Carrie A. Becker
NOTARY PUBLIC for the State of Oregon,
residing at
601 SW 2nd Ave, Ste 2100, Portland

My appointment expires:
September 6, 2014

SCHEDULE I

U.S. AND CANADIAN TRADEMARKS

OF

**U.S. NATURAL RESOURCES, INC.,
THE COE MANUFACTURING COMPANY OR
USNR/KOCKUMS CANCAR COMPANY**

Owner of Record	Trademark	Registration No. or Application No.	Registration Date or Filing Date	Status

BORROWER TO COMPLETE AS APPLICABLE

Trademark Security Agreement
Exhibit A

	Trademark	Number	Date	Country	COMPANY/Subsidiary
(i)	ADVANTAGE	3075675	04-04-2006		COMPANY
(ii)	DATAFUSION	3446456	06-10-2008		COMPANY
(iii)	E-VALUATOR	3713397	11-17-2009		COMPANY
(iv)	INOVEC	1451974	08-11-1987		COMPANY
(v)	IRVINGTON MOORE	237933	12-07-1979	Canada	COMPANY
(vi)	LHG	3028964	12-13-2005		COMPANY
(vii)	LOG BOSS	1048882	09-28-1976		COMPANY
(viii)	MILL WIDE WEB	2701125	03-25-2003		COMPANY
(ix)	NEWNES/MCGEHEE	2869240	08-03-2004		COMPANY
(x)	ROBOGANG	3437535	05-27-2008		COMPANY
(xi)	TRUE FLOW	2037735	02-11-1997		COMPANY
(xii)	BIOLUMA (Pending)	86109971 (Applicatio	11-04-2013 (Filing)		COMPANY
(xiii)	MILLTRAK (Pending)	86109978 (Applicatio	11-04-2013 (Filing)		COMPANY
(xiv)	MYMILL (Pending)	86109969 (Applicatio	11-04-2013 (Filing)		COMPANY
(xv)	THG (Pending)	86109980 (Applicatio	11-04-2013 (Filing)		COMPANY
(xvi)	TRANSLINEATOR (Pending)	86109968 (Applicatio	11-04-2013 (Filing)		COMPANY
(xvii)	WINTALLY (Pending)	86110951 (Applicatio	11-05-2013 (Filing)		COMPANY
(xviii)	ADVANTAGE	TMA71943	07-25-2008	Canada	USNR/Kockums Cancar
(xix)	BIOSCAN	TMA68127	02-07-2007	Canada	USNR/Kockums Cancar
(xx)	CHIP-N-SAW	TMA14947	02-24-1967	Canada	USNR/Kockums Cancar
(xxi)	DATAFUSION	TMA71000	03-20-2008	Canada	USNR/Kockums Cancar
(xxii)	E-VALUATOR	TMA71980	07-30-2008	Canada	USNR/Kockums Cancar
(xxiii)	FORANO	985432	06-04-1974		USNR/Kockums Cancar
(xxiv)	FORANO (stylized)	TMA26468	12-04-1981	Canada	USNR/Kockums Cancar
(xxv)	FORANO (stylized)	1232487	03-29-1983		USNR/Kockums Cancar
(xxvi)	LHG	1092312	12-23-2005	Australia	USNR/Kockums Cancar
(xxvii)	LHG	TMA66050	03-08-2006	Canada	USNR/Kockums Cancar
(xxviii)	LHG	740969	12-23-2005	New	USNR/Kockums Cancar
(xxix)	NEWNES/MCGEHEE	TMA61711	08-19-2004	Canada	USNR/Kockums Cancar
(xxx)	NEWTRONIC	TMA44236	04-28-1995	Canada	USNR/Kockums Cancar
(xxxii)	ROBOGANG	TMA63916	05-05-2005	Canada	USNR/Kockums Cancar
(xxxiii)	TRUE-READ	TMA62453	11-03-2004	Canada	USNR/Kockums Cancar
(xxxiiii)	XLG	TMA46024	07-19-1996	Canada	USNR/Kockums Cancar
(xxxv)	BIOSCAN	3566999	05-10-2005	EC	The Coe Manufacturing Company
(xxxvi)	BIOSCAN	708867	01-03-2005	Chile	The Coe Manufacturing Company
(xxxvii)	BIOSCAN	2004/00264	01-12-2004	South Africa	The Coe Manufacturing Company
(xxxviii)	BIOSCAN	984845	01-13-2004	Australia	The Coe Manufacturing Company
(xxxix)	BLOCKPLUS	3593174	03-17-2009		COMPANY
(xl)	COE	2901134	11-09-2004		COMPANY
(xli)	COE (stylized)	518061	11-29-1949		COMPANY
(xlii)	COE (stylized)	537343	02-06-1951		COMPANY
(xliii)	COE GROUP	1015884	07-25-2005	Australia	The Coe Manufacturing Company
(xliv)	COE GROUP	751180	02-17-2016	Chile	The Coe Manufacturing Company
(xlv)	COE GROUP	747006	01-18-2006	Chile	The Coe Manufacturing Company
(xlvi)	COE GROUP	717764	05-13-2005	Chile	The Coe Manufacturing Company
(xlvii)	COE GROUP	716709	02-17-2005	New Zealand	The Coe Manufacturing Company

TRADEMARK