

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dura-Line Corporation		03/31/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association
Street Address:	3343 Peachtree Road, N.E., Suite 500
Internal Address:	Atlanta Financial Center
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1985126	DURA-LINE
Registration Number:	2834965	FUTUREPATH
Registration Number:	1948620	PIGGYBACK
Registration Number:	2585695	PINPOINT
Registration Number:	1579002	SILICORE
Registration Number:	1007560	CABLECON
Registration Number:	1436152	LUBADUK

**CORRESPONDENCE DATA**

Fax Number: (615)744-5721  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (615) 726-5721  
 Email: pezell@bakerdonelson.com  
 Correspondent Name: Kenneth P. Ezell, Jr.  
 Address Line 1: Commerce Center, Suite 1000

OP \$190.00 1985126

Address Line 2: 211 Commerce Street  
Address Line 4: Nashville, TENNESSEE 37201

ATTORNEY DOCKET NUMBER:	2790259-000008 (KPEZELL)
NAME OF SUBMITTER:	Kenneth P. Ezell, Jr.
Signature:	/kenneth p. ezell, jr./
Date:	04/05/2006

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2006, by DURA-LINE CORPORATION, a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders, as defines herein (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates (the "Lenders").

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DURA-LINE CORPORATION

By: 

Title: CFO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page to Patent & Trademark  
Security Agreement*

STATE OF Tennessee )  
KNOW )  
COUNTY OF KNOW ) ss

On this 31<sup>ST</sup> day of March, 2006, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Thomas M. Jorde  
Notary Public

My commission expires:  
6-6-06

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

DURA-LINE CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: *Tennel W Lynch*

Title: *Vice President*

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*Signature Page to Patent & Trademark  
Security Agreement*

**SCHEDULE 1**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

Grantor	Trademark	Status	Trademark Registration Number	Registration Date	Application Number	Filing Date	Renewal Date
Dura-Line Corporation	Dura-Line (and Design)	Registered	1985126	7/9/1996	74/609975	12/12/1994	7/9/2006
Dura-Line Corporation	FuturePath	Registered	2834965	4/20/2004	76/286370	7/17/2001	4/20/2014
Dura-Line Corporation	Piggy Back	Registered	1948620	1/16/1996	74/609946	12/12/1994	1/16/2016
Dura-Line Corporation	Pinpoint	Registered	2585695	6/25/2002	75/563157	10/2/1998	6/25/2012
Dura-Line Corporation	Silicone	Registered	1579002	1/23/1990	73/761194	10/31/1988	1/23/2010
Dura-Line Corporation	Cablecon	Registered	1007560	3/25/1975	72446896	1/26/1973	3/25/2015
Dura-Line Corporation	Lubaduk	Registered	1436152	4/14/1987	73615398	8/18/1986	4/14/2007
Dura-Line Corporation	Even-Load (Czech Republic)	Registered	186331	6/30/1995	76380	4/19/1993	4/19/2013
Dura-Line Corporation	Even-Load (Slovak Republic)	Registered	172704	9/8/1994	507-1993	4/21/1993	4/21/2013
Dura-Line Corporation	Durathane (India)	?	?	?	?	?	?
Dura-Line Corporation	Durathane (Czech Republic)	Registered	186326	6/30/1995	76377	4/19/1993	4/19/2013
Dura-Line Corporation	Durathane (Slovak Republic)	Registered	172359	3/10/1994	510-1993	4/21/1993	4/21/2013
Dura-Line Corporation	Firejacket (Czech Republic)	Registered	186324	6/30/1995	76376	4/19/1993	4/19/2013
Dura-Line Corporation	Firejacket (Slovak Republic)	Registered	172375	3/10/1994	504-1993	4/21/1993	4/21/2013

*Signature Page to Patent & Trademark  
Security Agreement*



**SCHEDULE 2**

to

**PATENT AND TRADEMARK SECURITY AGREEMENT**

Patents, Patent Applications and Patent Licenses

Grantor	Title	Patent Number	Date Patent Issued
Dura-Line Corporation	Prelubricated Inner Duct	4892442	1/9/1990
Dura-Line Corporation	Aqueous Hydrogel Lubricant	4673516	6/16/1987
Dura-Line Corporation	Intrinsically Lubricated Material Components and Products Thereof	5227080	7/14/93
Dura-Line Corporation	Sheathed Microduct System	Application No. 10/483671 Publication No. US20050224124	

*Signature Page to Patent & Trademark  
Security Agreement*

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