

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FASLOC, INC. | | 12/21/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC | | |
| Street Address: | 5 The North Colonnade, 7th Floor | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | E14 4BB | | |
| Entity Type: | Bank: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1948941 | CABLELOC | |
| Registration Number: | 1012792 | FASLOC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)459-2899 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-830-9541 | | |
| Email: | Oleh.Hereliuk@federalresearch.com | | |
| Correspondent Name: | Linklaters LLP | | |
| Address Line 1: | 1345 Avenue of the Americas | | |
| Address Line 2: | Attn: Jada Horton | | |
| Address Line 4: | New York, NEW YORK 10105 | | |
| ATTORNEY DOCKET NUMBER: | 403093 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |

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Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Oleh Hereliuk

Signature:

/oh/

Date:

01/04/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2007, among FASLOC, INC. (the "**Grantor**") and BARCLAYS BANK PLC, as security agent for the Secured Parties (as defined in the Senior Facilities Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

- (A) MFG Investment S.à r.l ("**Parent**"), MFG International S.à r.l. ("**Luxco**"), and certain subsidiaries of the Company, including the Grantor, as Borrowers and/or Guarantors, have entered into a Senior Facilities Agreement, dated July 3, 2007, as amended and restated on August 3, 2007 (the "**Senior Facilities Agreement**"), with, amongst others, ING Bank N.V., as Mandated Lead Arranger and Bookrunner, the financial institutions party thereto as lenders (the "**Senior Lenders**"), ING Bank, N.V., as Agent for the Lenders (in such capacity, the "**Senior Agent**") and as Issuing Bank (in such capacity, the "**Issuing Bank**"), and the Security Agent.
- (B) Parent, Luxco and certain subsidiaries of the Company, including the Grantor, as Borrowers and/or Guarantors, have entered into the PIK Facility Agreement (as defined in the Senior Facilities Agreement).
- (C) Parent, Luxco and certain subsidiaries of the Company, including the Grantor, and certain other parties thereto have entered into the Intercreditor Agreement (as defined in the Senior Facilities Agreement).
- (D) The Grantor has acceded as a party to a Pledge and Security Agreement, dated September 27, 2007, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (E) In consideration of the mutual conditions and agreements set forth in the Facility Agreements, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

- (A) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all First Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

- (B) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Second Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Facility D Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.
- (C) As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Third Lien Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the PIK Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;
- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Senior Finance Parties and securing the First Lien Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests, (b) for the benefit of the Facility D Finance Parties and securing the Second Lien Secured Obligations, shall be a "second" priority Security Interest in the Collateral junior only to the Security Interest described in clause (a) above, and (c) for the benefit of the PIK Finance Parties and securing the Third Lien Secured Obligations, shall be a "third" priority Security

Interest in the Collateral junior only to the Security Interests described in clauses (a) and (b) above. The Security Interests granted to the Security Agent and all other rights and benefits afforded hereunder to the Finance Parties are expressly subject to the terms and conditions of Intercreditor Agreement and, in the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall prevail. The grants of security hereunder constitute three separate and distinct grants of security: (1) the Security Interest in the Collateral granted to the Senior Finance Parties securing the First Lien Secured Obligations, (2) the Security Interest in the Collateral granted to the Facility D Finance Parties securing the Second Lien Secured Obligations, and (3) the Security Interest in the Collateral granted to the PIK Finance Parties securing the Third Lien Secured Obligations, and each such Security Interest shall constitute a Security Interest separate and apart (and of a different class and claim) from each other Security Interest.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


SECTION 6 Governing Law

THIS 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, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

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

FASLOC, INC.

By 
Name: James D. Sullivan
Title: CEO

ACCEPTED AND AGREED:

BARCLAYS BANK PLC, as Security Agent

By 

Name: SINEAD HIGGINS

Title: ASSOCIATE DIRECTOR

SCHEDULE I

COPYRIGHT REGISTRATIONS

(A) U.S. REGISTERED COPYRIGHTS

Title _____ Copyright Reg. No. _____ Date _____

N/A

(B) U.S. COPYRIGHT APPLICATIONS

Title _____ Copyright App. No. _____ Date _____

N/A

(C) U.S. COPYRIGHT LICENSES

Name of Agreement _____ Parties _____ Date _____

N/A

SCHEDULE II
PATENT REGISTRATIONS

(D) U.S. REGISTERED PATENTS

| <u>Patent</u> | <u>Reg. No.</u> | <u>Date</u> |
|-----------------------|-----------------|-------------|
| Grouting compositions | 6541545 | 01-Apr-2003 |
| Grouting compositions | 6545068 | 08-Apr-2003 |

(E) U.S. PATENT APPLICATIONS

| <u>Patent</u> | <u>App. Serial No.</u> | <u>Date</u> |
|---------------|------------------------|-------------|
| N/A | | |

(F) U.S. PATENT LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date</u> |
|--------------------------|----------------|-------------|
| N/A | | |

SCHEDULE III

TRADEMARK REGISTRATIONS

(G) U.S. REGISTERED TRADEMARKS

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------|-----------------|-------------|
| CABLELOC | 1948941 | 16-Jan-1996 |
| FASLOC | 1012792 | 10-Jun-1975 |

(H) U.S. TRADEMARK APPLICATIONS

| <u>Trademark</u> | <u>App. No.</u> | <u>Date</u> |
|------------------|-----------------|-------------|
| N/A | | |

(I) U.S. TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date</u> |
|--------------------------|----------------|-------------|
| N/A | | |