

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
Dan-Loc, LLC		09/29/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Argosy Investment Partners III, LP		
Street Address:	950 West Valley Road, Suite 2900		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3513530	TUFFCOR	
Registration Number:	3483748	DAN-LOC EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	(973)624-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973 622 4444		
Email:	mboyce@mccarter.com		
Correspondent Name:	McCarter & English - Robert W. Smith		
Address Line 1:	100 Mulberry Street		
Address Line 2:	Four Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	115245/1 RWS 0406		
NAME OF SUBMITTER:	Robert W. Smith		
Signature:	/Robert W. Smith/		

CH \$65.00 3513530

Date:

10/08/2008

Total Attachments: 11

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AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is an Amendment to Intellectual Property Security Agreement (this "Amendment") made as of this 29th day of September, 2008 by and between Dan-Loc, LLC, a Delaware limited liability company (the "Grantor") and Argosy Investment Partners III, L.P., a Delaware limited partnership, individually and as agent (the "Secured Party"), in modification of that certain Intellectual Property Security Agreement (the "IP Security Agreement") dated as of February 9, 2007 by and between the Grantor and the Secured Party.

RECITALS

A. On February 9, 2007, simultaneously with the execution of the IP Security Agreement, the Grantor, the Secured Party, Boston Projects, Inc. (since renamed Quabbin Capital, Inc.) ("Quabbin"), Lewis & Clark Holdings, Inc., and Lewis & Clark Private Equities, L.P. ("Lewis & Clark" (successor by merger to Lewis & Clark Holdings, Inc.) and, together with the Secured Party and Quabbin, the "Purchasers") entered into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Securities Purchase Agreement");

B. Concurrently herewith, the parties shall amend the Securities Purchase Agreement pursuant to a Waiver, Joinder Agreement and First Amendment to Securities Purchase Agreement among Dan-Loc Express, LLC, the Grantor, and the Purchasers (the "SPA Amendment");

C. As a condition precedent to the Purchasers' entry into the SPA Amendment, the Purchasers require that the Grantor execute this Amendment for the purpose of amending Exhibit C to the IP Security Agreement to include U.S. trademark applications filed by the Grantor after February 9, 2007.

NOW, THEREFORE, in consideration of the agreement of the parties contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Amendment to IP Security Agreement. Exhibit C to the IP Security Agreement is hereby amended to include the following:

- | | | | | |
|-----|------------|---|---|------------------|
| "5. | 77/207,520 | United States Patent and Trademark Office | June 15, 2007 (Pending Application; Status: Allowed) | TUFFCOR |
| 6. | 77/291,249 | United States Patent and Trademark Office | September 28, 2007 (Pending Application; Status: Published) | DAN-LOC EXPRESS" |

2. Continuing Effect. The Grantor hereby acknowledges that all provisions of the IP Security Agreement, except as amended hereby, are and shall continue to be in full force and effect.

3. Integration. This Amendment together with the IP Security Agreement constitute the entire agreement and understanding among the parties relating to the subject matter hereof and thereof and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.

4. Governing Law; Successors and Assigns. This Amendment is governed by the laws of the State of Delaware and is binding upon the Grantor and the Secured Party and their respective successors and assigns, as the case may be.

5. Counterparts. This Amendment may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Intellectual Property Security Agreement to be executed by their respective officers thereunto duly authorized, on the date first written above.

Grantor:

DAN-LOC, LLC

By: Thomas C. Connolly
Name: THOMAS C. CONNOLLY
Title: PRESIDENT, CEO, VICE CHAIRMAN

Secured Party:

ARGOSY INVESTMENT PARTNERS III, L.P.
individually and as agent

By: Argosy Associates III, L.P., its general partner

By: Argosy Associates III, Inc., its general partner

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Intellectual Property Security Agreement to be executed by their respective officers thereunto duly authorized, on the date first written above.

Grantor:

DAN-LOC, LLC

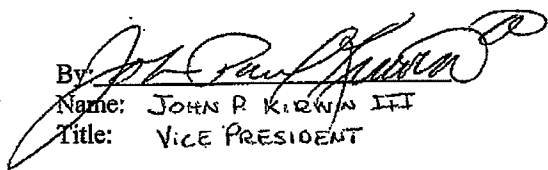
By: _____
Name: Colby W. Collier
Title: Vice Chairman

Secured Party:

ARGOSY INVESTMENT PARTNERS III, L.P.
individually and as agent

By: Argosy Associates III, L.P., its general partner

By: Argosy Associates III, Inc., its general partner

By: 
Name: JOHN P. KIRWIN III
Title: VICE PRESIDENT

THIS INSTRUMENT IS SUBORDINATED TO THE PRIOR PAYMENT AND SATISFACTION IN CASH OF ALL SENIOR DEBT, AS DEFINED IN THE INTERCREDITOR AND SUBORDINATION AGREEMENT DATED AS OF FEBRUARY 9, 2007, AS THE SAME MAY BE AMENDED, MODIFIED, RESTATED OR SUPPLEMENTED FROM TIME TO TIME (THE "INTERCREDITOR AGREEMENT"), TO THE EXTENT, AND IN THE MANNER PROVIDED IN THE INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 9, 2007 by and between ARGOSY INVESTMENT PARTNERS III, L.P., a Delaware limited partnership, individually and as agent ("Secured Party"), and Dan-Loc, LLC, a Delaware limited liability company ("Grantor").

RECITALS

WHEREAS, concurrently herewith, Grantor, Argosy Investment Partners III, L.P. ("Argosy"), Boston Projects, Inc. ("Boston Projects"), Lewis & Clark Private Equities, L.P. ("Lewis & Clark"; and together with Argosy and Boston Projects, individually a "Purchaser" and collectively the "Purchasers") and Lewis & Clark Holdings, Inc. are entering into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Purchase Agreement") pursuant to which, among other things, the Purchasers are purchasing notes in the aggregate principal amount of Five Million Two Hundred Fifty Thousand Dollars (\$5,250,000) (as amended, restated or otherwise modified from time to time, the "Notes"); and

WHEREAS, the obligations of Grantor under the Notes and under the Purchase Agreement as they relate to the indebtedness evidenced by the Notes (the "Liabilities") are secured in accordance with the terms of a Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time the "Security Agreement"); and

WHEREAS, its is a condition precedent to Purchasers' performance of their obligations under the Purchase Agreement that Grantor execute this Intellectual Property Security Agreement; and

WHEREAS, the Grantor obtained senior financing (the "Senior Loan") from PNC Bank, National Association ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in the Intercreditor and Subordination Agreement dated on or about the date hereof to which the Senior Lender, Grantor and Purchasers are parties (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Liabilities, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Grantor's payment and performance of the Liabilities, the Grantor hereby grants and pledges to Secured Party for its benefit and the ratable benefit of each Purchaser a security interest in all of Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, the other Security Documents (as defined in the Purchase Agreement) and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein, in the Security Agreement, in the other Security Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Security Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder Of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Dan-Loc, LLC
725 North Drennan
Houston, TX 77003-1320

Grantor:

Dan-Loc, LLC

By: 
Name: Colby W. Collier
Title: Vice-Chairman

Address of Secured Party:

Argosy Investment Partners III, L.P.
950 West Valley Road
Suite 2900
Wayne, PA 19087

Secured Party:

Argosy Investment Partners III, L.P.,
individually and as Agent

By: Argosy Associates III, L.P.,
its general partner

By: Argosy Associates III, Inc.,
its general partner

By: _____
Name: _____
Title: _____

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Address of Grantor:

Dan-Loc, LLC
725 North Drennan
Houston, TX 77003-1320

Grantor:

Dan-Loc, LLC

By: _____
Name: Colby W. Collier
Title: Vice-Chairman

Address of Secured Party:

Argosy Investment Partners III, L.P.
950 West Valley Road
Suite 2900
Wayne, PA 19087

Secured Party:

Argosy Investment Partners III, L.P.,
individually and as Agent

By: Argosy Associates III, L.P.,
its general partner

By: Argosy Associates III, Inc.,
its general partner

By: John Paul Kirwin III
Name: John Paul Kirwin III
Title: Vice President

EXHIBIT A
Copyrights

None

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EXHIBIT B

Patents

None

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EXHIBIT C

Trademarks

	Registration	Issuer	Expiration	Description
1.	1,756,432	United States Patent and Trademark Office	July 2009	"D" stamp used on Dan-Loc products
2.	2,026,929	United States Patent and Trademark Office	December 31, 2006	"DAN-LOC" name
3.	2,015,702	United States Patent and Trademark Office	November 12, 2006	DAN-LOC
4.	2,771,798	United States Patent and Trademark Office	October 7, 2013	DAN-LOC (stylized)

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