

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
Insight Equity A.P. X, LP		04/20/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Orix Finance Corp.		
Street Address:	1717 Main Street		
Internal Address:	Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77500887	BRINGING OUT BEAUTIFUL	
Serial Number:	77492222	TOTALRX	
Serial Number:	77485368	A MORE PROGRESSIVE SOLUTION	
Serial Number:	77420998	THINDEX	
Serial Number:	77421161	THINDEX	
Serial Number:	77421058	SUNRX HEV	
Serial Number:	77385255	LIFERX LIGHT RESPONSIVE LENSES	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-875-8000		
Email:	cholland@fulbright.com		
Correspondent Name:	Linda M. Merritt		

OP \$190.00 77500887

900132540

**TRADEMARK
 REEL: 003976 FRAME: 0102**

Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10717553
NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	04/23/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of April 20, 2009, by **INSIGHT EQUITY A.P. X, LP**, a Texas limited partnership (the "Grantor"), in favor of **ORIX FINANCE CORP.**, a Delaware corporation, individually and in its capacity as agent ("Agent") for the several financial institutions from time to time party to the Credit Agreement defined below (collectively, the "Lenders").

WITNESSETH

WHEREAS, the Grantor is party to a Pledge and Security Agreement, dated as of December 18, 2007 (as amended, the "Security Agreement") in favor of the Agent; and

WHEREAS, the Grantor has filed an application for the registration of the Trademarks listed on Schedule I attached hereto in the United States Patent and Trademark Office, and pursuant to Section 5(c)(ii) of the Security Agreement, the Agent has requested that the Grantor execute and deliver this Agreement to grant to the Agent a security interest in and lien on such Trademarks.

NOW, THEREFORE, in consideration of the premises and in connection with that certain Credit Agreement, dated as of December 18, 2007, by and among Grantor, Insight Equity A.P. X Company, LLC, certain of Grantor's subsidiaries, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for its benefit and the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Trademarks of Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of

this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the release of the Agent's security interest in any Trademarks pursuant to the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such Trademarks under this Agreement.


SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

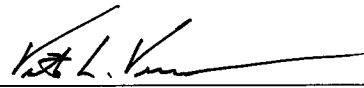
[signature page follows]

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

INSIGHT EQUITY A.P. X, LP


By: Insight Equity A.P. X Company, LLC
its general partner

By: 
Name: Ted W. Beneski
Title: Chairman of the Board

By: 
Name: Victor L. Vescovo
Title: Managing Director

ACCEPTED AND AGREED:

ORIX FINANCE CORP.,
a Delaware corporation,
as Agent

By: 

Name: Christopher L. Smith
Title: Authorized Representative

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Reg. No./App. No.
BRINGING OUT BEAUTIFUL	United States	77/500,887
TOTALRX	United States	77/492,222
A MORE PROGRESSIVE SOLUTION	United States	77/485,368
THINDEX	United States	77/420,998
THINDEX (stylized)	United States	77/421,161
SUNRX HEV	United States	77/421,058
LIFERX LIGHT RESPONSIVE LENSES & DESIGN	United States	77/385,255