

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in U.S. Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPI Acquisition Subsidiary, Inc.		11/19/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as collateral agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1781431	AMERICAN PRIDE
Registration Number:	1393243	COUNTRY CLUB
Registration Number:	1922078	DURADISC
Registration Number:	1546425	EARTH QUENCHER
Registration Number:	1208332	FAIRLAWN
Registration Number:	1715743	FLEXLITE
Registration Number:	1008815	FORMULA Z7
Registration Number:	1346137	GRIPPER
Registration Number:	1950653	KEEP GROWING WITH SWAN
Registration Number:	1511770	MAXFLEX
Registration Number:	1917956	PERFECT GARDENER
Registration Number:	1733042	PERMAFLOW
Registration Number:	1016342	PRESSURE GUARD
Registration Number:	1016341	PRESSURE MASTER

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Registration Number:	1504846	PROFLEX
Registration Number:	1296205	RV3
Registration Number:	2229710	SEAL-TITE
Registration Number:	1132212	SOFT & SUPPLE
Registration Number:	740032	SWAN
Registration Number:	951370	SWAN
Registration Number:	1337909	WEATHER GUARD
Registration Number:	1337908	WEATHER MASTER
Registration Number:	1528240	WEATHERFLEX
Registration Number:	1015801	WEATHER-FLEX
Registration Number:	2305696	YARD GARD
Registration Number:	1380431	YARD MATE
Registration Number:	1314600	MEDALLION

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128198200
Email: fcutajar@whitecase.com
Correspondent Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-2061
NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	11/23/2010

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, TPI Acquisition Subsidiary, Inc., a Delaware corporation (the "Grantor") with principal offices at 201 Industrial Parkway, Somerville, NJ 08876, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10006, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, this "Grant").

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below), including any "intent-to-use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of November 19, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interest in the Marks shall terminate and the Grantee shall

execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

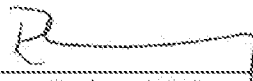
THE AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES). ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN

ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 12.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF (i) ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR (ii) THE COLLATERAL AGENT UNDER THIS AGREEMENT OR ANY SECURED CREDITOR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
19th day of November, 2010.

TPI ACQUISITION SUBSIDIARY, INC., Grantor

By 
Name: Robert M. Larney
Title: VP and CFO

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent and Grantee

By 
Name: Enrique Landaeta
Title: Vice President

By 
Name: Scottye Lindsey
Title: Director

SCHEDULE A

TPI Acquisition Subsidiary, Inc

Mark	Country	Registration No./ Date	Application No./ Date
AMERICAN PRIDE	United States of America	1781431 July 13, 1993	74327434 Nov 2, 1992
COUNTRY CLUB	United States of America	1393243 May 13 1986	73540644 May 31 1985
DURADISC	United States of America	1922078 Sept 26, 1995	74585846 Oct 14, 1994
EARTH QUENCHER	United States of America	1546425 Jul 4 1989	73711024 Feb 12 1988
FAIRLAWN	United States of America	1208332 Sep 14 1982	161786 May 12 1980
FLEXCITE	United States of America	1715743 Sep 15, 1992	74224202 Nov 22, 1991
FORMULA Z7 and Design	United States of America	1008815 Apr 15 1975	73015672 Mar 12 1974
GRIPPER	United States of America	1346137 Jul 2 1985	73442912 Sep 8 1983
KEEP GROWING WITH SWAN	United States of America	1950653 Jan 23 1996	74585847 Oct 14 1994
MAXFLEX	United States of America	73720897	1511770 Nov 8, 1988
MEDALLION	United States of America	1314600 Jan 15 1985	73441533 Aug 29 1983
PERFECT GARDENER	United States of America	1917956 Sep 12 1995	74585849 Oct 14 1994
PERMAFLOW	United States of America	1733042 Nov 17 1992	74259378 Mar 26 1992
PRESSURE GUARD	United States of America	1016342 July 22, 1975	73034762 Oct 16, 1974
PRESSURE MASTER	United States of America	1016341 Jul 22 1975	73034751 Oct 16 1974
PROFLEX	United States of America	1504846 Sep 20 1988	73710852 Feb 12 1988

Mark	Country	Registration No./ Date	Application No./ Date
RV3	United States of America	1296205 Sep 18 1984	73443405 Sep 12 1983
SEAL-TITE	United States of America	2229710 Mar 2 1999	75319774 Jul 7 1997
SOFT & SUPPLE	United States of America	1132212 Apr 1 1980	73196627 Dec 12 1978
SWAN	United States of America	740032 Oct 30 1962	107800 Nov 3 1960
SWAN and Design	United States of America	951370 Jan 23 1973	72422598 Apr 27 1972
WEATHER GUARD	United States of America	1337909 May 28, 1985	73505382 Oct 24, 1984
WEATHER MASTER	United States of America	1337908 May 28 1985	73505381 Oct 24 1984
WEATHERFLEX	United States of America	1528240 Mar 7 1989	73710855 Feb 12 1988
WEATHER-FLEX	United States of America	1015801 Jul 15 1975	73034753 Oct 16 1974
YARD GARD	United States of America	2305696 Jan 4 2000	75528344 Jul 31 1998
YARD MATE	United States of America	1380431 Jan 28 1986	73541511 Jun 5 1985