

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | Assignment of Assignor's security interest   |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Heller Financial, Inc.           |  | 04/08/2005            | CORPORATION: NEW YORK |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Citizens Bank of Pennsylvania  |                       |                       |
| <b>Street Address:</b>           | Two North Second Street  |                       |                       |
| <b>Internal Address:</b>         | 12th Floor   |                       |                       |
| <b>City:</b>                     | Harrisburg   |                       |                       |
| <b>State/Country:</b>            | PENNSYLVANIA   |                       |                       |
| <b>Postal Code:</b>              | 17101  |                       |                       |
| <b>Entity Type:</b>              | state chartered bank: PENNSYLVANIA   |                       |                       |
| <b>PROPERTY NUMBERS Total: 4</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 0918930  | ACCOPAC               |                       |
| Registration Number:             | 1400329  | THERMO-TORK           |                       |
| Registration Number:             | 1423893  | SYNTHESEAL            |                       |
| Registration Number:             | 2290842  | HYDRO-FUSED           |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (202)842-8465  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 202-842-8800   |                       |                       |
| <b>Email:</b>                    | dctrademarks@dbr.com   |                       |                       |
| <b>Correspondent Name:</b>       | Amy E. Carroll   |                       |                       |
| <b>Address Line 1:</b>           | 1500 K Street, N.W.  |                       |                       |
| <b>Address Line 2:</b>           | Suite 1100   |                       |                       |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20005-1209  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 042858-460800  |                       |                       |

OP \$115.00 0918930

**900182042**

**TRADEMARK  
 REEL: 004458 FRAME: 0950**

|   |                |
|---|----------------|
| NAME OF SUBMITTER:  | Amy E. Carroll |
| Signature:  | /amyecarroll/  |
| Date:   | 01/23/2011     |
| <b>Total Attachments: 9</b><br>source=Interface - Heller Assignment of SI to Citizens#page1.tif<br>source=Interface - Heller Assignment of SI to Citizens#page2.tif<br>source=Interface - Heller Assignment of SI to Citizens#page3.tif<br>source=Interface - Heller Assignment of SI to Citizens#page4.tif<br>source=Interface - Heller Assignment of SI to Citizens#page5.tif<br>source=Interface - Heller Assignment of SI to Citizens#page6.tif<br>source=Interface - Heller Assignment of SI to Citizens#page7.tif<br>source=Interface - Heller Assignment of SI to Citizens#page8.tif<br>source=Interface - Heller Assignment of SI to Citizens#page9.tif |                |

## ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Agreement") is entered into by and between the parties designated as Assignor ("Assignor") and Assignee ("Assignee") above the signatures of such parties on the Schedule of Terms attached hereto and hereby made an integral part hereof (the "Schedule of Terms") and relates to the Credit Agreement described in the Schedule of Terms (as the same has been amended, supplemented or otherwise modified to the date hereof and as it may hereafter be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

### SECTION 1. Assignment and Assumption.

(a) Effective as of the Settlement Date specified in Item 5 of the Schedule of Terms (the "Settlement Date"), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, that percentage interest in all of Assignor's rights and obligations as a Lender arising under the Credit Agreement and the other Loan Documents which represents, as of the Settlement Date, the percentage interest specified in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Credit Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans (the "Assigned Share"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all or any portion of Assignor's rights and obligations relating to Assignor's Revolving Loan Commitment shall include the sale to Assignee of a ratable portion of any participation previously purchased by Assignor with respect to any Lender Letters of Credit or Risk Participation Agreements.

(b) In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the principal amount of any outstanding Loans included within the Assigned Share, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 6 of the Schedule of Terms.

(c) Assignor agrees to pay to Assignee a closing fee in the amount specified in Item 4 of the Schedule of Terms.

(d) Assignor and Assignee hereby agree that, upon giving effect to the assignment and assumption described above, (i) Assignee shall be a party to the Credit Agreement and shall have all of the rights and obligations under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Assigned Share, and (ii) Assignor shall

be absolutely released from any of such obligations, covenants and agreements assumed or made by Assignee in respect of the Assigned Share. Assignee hereby acknowledges and agrees that the agreement set forth in this Section I(d) is expressly made for the benefit of Borrower, Agent, Assignor and the other Lenders and their respective successors and permitted assigns.

(e) Assignor and Assignee hereby acknowledge and confirm their understanding and intent that (i) this Agreement shall effect the sale and assignment by Assignor and the purchase and assumption by Assignee of Assignor's rights and obligations with respect to the Assigned Share, (ii) any other assignments by Assignor of a portion of its rights and obligations with respect to the Commitments and any outstanding Loans shall have no effect on the Commitments or the Pro Rata Share of Assignee set forth in Item 3 of the Schedule of Terms or on the interest of Assignee in any outstanding Loans corresponding thereto, and (iii) from and after the Settlement Date, Agent shall make all payments under the Credit Agreement in respect of the Assigned Share (including without limitation all payments of principal and accrued but unpaid interest, commitment fees, unused line fees and letter of credit fees with respect thereto) (A) in the case of any such interest and fees that shall have accrued prior to the Settlement Date, to Assignor, and (B) in all other cases, to Assignee; provided that Assignor and Assignee shall make payments directly to each other in accordance with the payment instructions set forth in Item 6 of the Schedule of Terms to the extent necessary to effect any appropriate adjustments in any amounts distributed to Assignor and/or Assignee by Agent under the Loan Documents in respect of the Assigned Share in the event that, for any reason whatsoever, the payment of consideration contemplated by Section I (b) occurs on a date other than the Settlement Date.

SECTION 2. Certain Representations, Warranties and Agreements.

(a) (a) Assignor represents and warrants that it is the legal and beneficial owner of the Assigned Share, free and clear of any adverse claim.

(b) Assignor hereby represents and warrants that Item 3 of the Schedule of Terms correctly sets forth the aggregate amount of the Commitments and the Assigned Share being transferred to Assignee pursuant to this Agreement as described above. Taking into account the existing Commitments of Assignee prior to the effectiveness of this Agreement, the total interest of Assignee in all of the Commitments and outstanding Loans under the Credit Agreement (the "Total Share") is as set forth in Item 3 of the Schedule of Terms.

(c) Assignor represents and warrants that it has delivered to Agent the Notes delivered to Assignor by Borrower pursuant to the Credit Agreement and requests that Agent exchange such Notes for new Notes executed by Borrower payable to Assignor and Assignee in the amounts necessary to reflect the transaction contemplated by this Agreement.

(d) Assignor makes no representation and warranty to Assignee with respect to, and shall not be responsible to Assignee for, the execution, effectiveness,

genuineness, validity, enforceability, collectibility or sufficiency of any of the Loan Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by or on behalf of Borrower or any other Loan Party in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of Borrower or any other Loan Party, nor shall Assignor be required to ascertain or inquire as to (i) the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents, (ii) the use of the proceeds of the Loans, (iii) the use of the Lender Letters of Credit or Risk Participation Agreements or (iv) the existence or possible existence of any Event of Default or Default.

(e) Assignee represents and warrants that it satisfies any eligibility requirements to be a Lender under the Credit Agreement; that it is not a foreign person (i.e., a person other than a United States person for United States Federal income tax purposes) or, if it is a foreign person, that it has delivered to Agent the documentation required by paragraph 3(h)(iv) below; that it has experience and expertise in the making or the purchasing of loans such as the Loans; that it has acquired the Assigned Share for its own account and without any present intention of selling all or any portion of such interest; and that it has received, reviewed and approved a copy of the Credit Agreement (including all Exhibits and Schedules thereto) and copies of all other Loan Documents which it has requested.

(f) Assignee represents and warrants that it has received from Assignor such financial information regarding Borrower and the other Loan Parties as Assignee has requested, that it has made its own independent investigation of the financial condition and affairs of Borrower and the other Loan Parties in connection with the assignment evidenced by this Agreement, and that it has made and shall continue to make its own appraisal of the creditworthiness of Borrower and the other Loan Parties. Assignor shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any other credit or other information with respect thereto, whether coming into its possession before the Settlement Date or at any time or times thereafter, and Assignor shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to Assignee.

(g) Each party to this Agreement represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

SECTION 3. Miscellaneous.

(a) Each of Assignor and Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by telecopy or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telecopy, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice address of each of Assignor and Assignee shall be as set forth on the Schedule of Terms or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party. In addition, the notice address of Assignee set forth on the Schedule of Terms shall serve as the initial notice address of Assignee for purposes of the Credit Agreement.

(d) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(f) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

(h) This Agreement shall become effective upon the date (the "Effective Date") upon which all of the following conditions are satisfied: (i) the execution of a counterpart hereof by each of Assignor and Assignee, (ii) the execution of a counterpart hereof by Agent and Borrower as evidence of their consent hereto to the extent required under subsection 8.1 of the Credit Agreement, (iii) the receipt by Agent of the administrative fee referred to in subsection 8.1 of the Credit Agreement, (iv) in the event Assignee is a foreign person (i.e., a person other than a United States person for United States Federal income tax purposes), the receipt by Agent of Internal Revenue Service's Form 4224 or Form 100 1 or such other forms, certificates or other evidence with respect to United States Federal income tax withholding matters that are required under the Internal Revenue Code to establish that Assignee shall be entitled to receive payments of principal, interest and fees under the Credit Agreement free from or at a reduced rate of withholding of United States Federal income tax properly completed and executed by Assignee, and (v) the receipt by Agent of originals or telecopies of the counterparts described above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the Effective Date in the applicable spaces provided on the Schedule of Terms.

[Remainder of page intentionally left blank]

## SCHEDULE OF TERMS

1. Borrower: Interface Solutions, Inc., f/k/a Armstrong Industrial Specialties, Inc.
2. Name and Date of Credit Agreement: Credit Agreement dated as of June 30, 1999 by and among Interface Solutions, Inc., f/k/a Armstrong Industrial Specialties, Inc., the financial institutions listed therein as Lenders, and Heller Financial, Inc., as Agent for Lenders.

3. Amounts/Pro Rata Share:

|  | <u>Amount</u>   | <u>Pro Rata Share</u> |
|--|-----------------|-----------------------|
| Aggregate Revolving Loan Commitments of all Lenders:                             | \$8,000,000.00  | N/A                   |
| Aggregate Term Loan A Commitments of all Lenders:                                | \$0             | N/A                   |
| Aggregate Term Loan B Commitments of all Lenders:                                | \$12,161,970.27 | N/A                   |
| Assigned Share of Revolving Loan Commitment:                                     | \$714,285.72    | 8.9286%               |
| Outstanding principal amount Revolving Loans:                                    | \$1,799,946.47  | N/A                   |
| Accrued Interest and outstanding Fees with respect to Revolving Loan Commitment: | \$298.78        | N/A                   |
| Assigned Share of Term Loan A:   | \$0             | 0%                    |
| Assigned Share of Term Loan B:   | \$6,941,371.97  | 57.9891%              |
| Accrued Interest and outstanding Fees with respect to Term Loan B:               | \$10,138.03     | N/A                   |
| Total Share of Revolving Loan Commitment of Assignee:                            | \$3,742,857.14  | 46.7857%              |
| Total Share of Term Loan A of Assignee:  | \$0             | 0%                    |
| Total Share of Term Loan B of Assignee:  | \$6,941,371.97  | 57.9891%              |

4. Closing Fee: \$0.00



5. Settlement Date: April \_\_, 2005

6. Payment Instructions:

ASSIGNOR:

Bank One  
ABA No.: 0710-0001-3  
Account No.: 0020982  
Name: Heller Financial, Inc.  
Reference: Interface Solutions

ASSIGNEE:

Citizens Bank of Pennsylvania  
ABA No.: 036076150  
Account Name: PA Commercial Loan  
Operations  
Account No.: 6000005222  
FFC Account Name: Interface Solutions,  
Inc.  
FFC Account No: 0797618  
Attention: Rob Hammer

7. Notice of Addresses:

ASSIGNOR:

Heller Financial, Inc.  
500 West Monroe Street  
Chicago, Illinois 60661  
Attention: Account Manager  
Corporate Finance Group

ASSIGNEE:

Citizens Bank of Pennsylvania  
Two North Second Street  
12<sup>th</sup> Floor  
Harrisburg, Pennsylvania 17101  
Attention: Vice President

With a copy to:

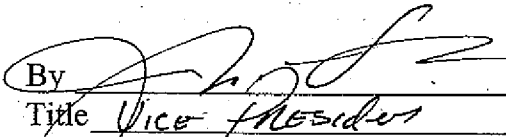
Barley Snyder LLC  
126 East King Street  
Lancaster, Pennsylvania 17602  
Attention: Paul G. Mattaini, Esq.

8. Signatures:

HELLER FINANCIAL, INC., a Delaware corporation, as Assignor

By \_\_\_\_\_  
Title \_\_\_\_\_

CITIZENS BANK OF PENNSYLVANIA

By   
Title Vice President

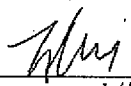
Consented to in accordance with subsection 8.1 of the Credit Agreement

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

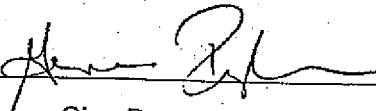
Consented to in accordance with subsection 8.1 of the Credit Agreement

INTERFACE SOLUTIONS, INC.

By   
Title VP CFO

8. Signatures:

HELLER FINANCIAL, INC., a Delaware corporation, as Assignor


By   
Title Gina Provenzale  
Vice President  
Duly Authorized Signatory

CITIZENS BANK OF PENNSYLVANIA

By \_\_\_\_\_  
Title \_\_\_\_\_

Consented to in accordance with subsection 8.1 of the Credit Agreement

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By   
Title Gina Provenzale  
Vice President  
Duly Authorized Signatory

Consented to in accordance with subsection 8.1 of the Credit Agreement

INTERFACE SOLUTIONS, INC.

By \_\_\_\_\_  
Title \_\_\_\_\_