

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dura-Line Corporation, a Delaware Corporation		05/09/2011	CORPORATION: DELAWARE
Boreflex, LLC, a Delaware Limited Liability Company		05/09/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wilmington Trust FSB, as Collateral Agent
<b>Street Address:</b>	1100 North Market Street
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19890
<b>Entity Type:</b>	Federal Savings Bank, Delaware, USA: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	72446896	CABLECON
Serial Number:	76639603	
Serial Number:	74609975	DURA-LINE
Serial Number:	76286370	FUTUREPATH
Serial Number:	73615398	LUBADUK
Serial Number:	74609946	PIGGYBACK
Serial Number:	75563157	PINPOINT
Serial Number:	73761194	SILICORE
Serial Number:	77820157	GEOGUARD
Serial Number:	77820219	A-D TECHNOLOGIES
Serial Number:	77714453	DURATHANE
Serial Number:	76537496	MICRO-GARD

OP \$340.00 72446896

Serial Number:

76292898

PYRAMID INDUSTRIES

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 614-280-3562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

**ATTORNEY DOCKET NUMBER:**

8142503

**NAME OF SUBMITTER:**

Ted Mulligan

**Signature:**

/Ted Mulligan/

**Date:**

05/10/2011

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 9, 2011, is among the undersigned (the "Grantors"), and Wilmington Trust FSB, as collateral agent on behalf of the Secured Parties (the "Agent").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 9, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Dura-Line Corporation, a Delaware corporation ("Borrower"), Boreflex, LLC, a Delaware limited liability company ("Boreflex"), Dura-Line Intermediate Holdings, Inc., a Delaware corporation ("Holdings") and the other guarantors from time to time party thereto (collectively with Boreflex and Holdings the "Guarantors", and collectively with Borrower, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Agent, the Agent has agreed to extend credit and make certain financial accommodations to Borrower;

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Loan Parties under the Security Agreement;

WHEREAS, the parties to the Security Agreement contemplate and intend that, the Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Security Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms used herein have the meanings given to them in the Security Agreement.

***Section 2. Grant of Security Interest in Trademarks***

The Grantors hereby grant to the Agent a security interest in and continuing lien on, all of the Grantors' right, title and interest in, to and under the Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

**Section 3. Security for Obligations**

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or 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, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

**Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

**Section 6. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

**Section 7. Intercreditor Agreement**

Notwithstanding anything herein to the contrary, the Agent, on behalf of the Secured Parties, and each Grantor acknowledges that the Lien and security interest granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent under this Agreement are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

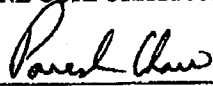
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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.

**GRANTORS:**

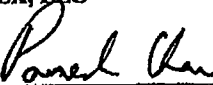
**DURA-LINE CORPORATION**

By: \_\_\_\_\_

  
Name: Paresh Chari  
Title: President and Chief Executive Officer

**BOREFLEX, LLC**

By: \_\_\_\_\_

  
Name: Paresh Chari  
Title: President and Chief Executive Officer

*[Trademark Security Agreement]*

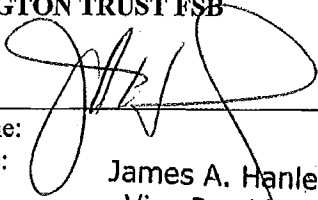
**AGENT:**

**WILMINGTON TRUST FSB**

By: \_\_\_\_\_

Name:

Title:


  
James A. Hanley  
Vice President

*[Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 004538 FRAME: 0249**

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**DURA-LINE CORPORATION**

Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
DURA-LINE CORPORATION	U.S. Federal	CABLECON	Registered	1007560	25-Mar-1975	72446896	26-Jan-1973
DURA-LINE CORPORATION	U.S. Federal	DESIGN ONLY 	Registered	3185283	19-Dec-2006	76639603	26-May-2005
DURA-LINE CORPORATION	U.S. Federal	DURA-LINE	Registered	1985126	9-Jul-1996	74609975	12-Dec-1994
DURA-LINE CORPORATION	U.S. Federal	FUTUREPATH	Registered	2834965	20-Apr-2004	76286370	17-Jul-2001
DURA-LINE CORPORATION	U.S. Federal	LUBADUK	Registered	1436152	14-Apr-1987	73615398	18-Aug-1986
DURA-LINE CORPORATION	U.S. Federal	PIGGYBACK	Registered	1948620	16-Jan-1996	74609946	12-Dec-1994
DURA-LINE CORPORATION	U.S. Federal	PINPOINT	Registered	2585695	25-Jun-2002	75563157	2-Oct-1998
DURA-LINE CORPORATION	U.S. Federal	SILICORE	Registered	1579002	23-Jan-1990	73761194	31-Oct-1988

Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
DURA-LINE CORPORATION	U.S. Federal	GEOGUARD	Registered	3777656	20-Apr-2010	77820157	04-Sep-2009
DURA-LINE CORPORATION	U.S. Federal	A-D TECHNOLOGIES	Registered	3833948	17-Aug-2010	77820219	04-Sep-2009
DURA-LINE CORPORATION	U.S. Federal	DURATHANE	Pending			77714453	15-Apr-2009

**BOREFLEX, LLC**

Registered Owner	Country	Trademark	Status	Registration No.	Issue Date	Application No.	Application Date
BOREFLEX, LLC	U.S. Federal	MICRO-GARD	Registered	3071456	3/21/2006	76537496	8/14/2003
BOREFLEX, LLC	U.S. Federal	PYRAMID INDUSTRIES	Registered	3006820	10/18/2005	76292898	7/31/2001