

**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		07/11/2011	CORPORATION: 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

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1113454	ARNCO
Registration Number:	2374763	ARNCO
Registration Number:	2636477	ARNCO
Registration Number:	2488967	BULL-LINE
Registration Number:	3443047	BULLET-LINE
Registration Number:	1444121	FIBER-GUARD
Registration Number:	3169479	FLEX-COR
Registration Number:	1270508	HYDRALUBE BLUE
Registration Number:	1747101	SMOOTH-COR

**CORRESPONDENCE DATA**

Fax Number: (800)516-6304  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 614-280-3566  
 Email: james.murray@wolterskluwer.com

**900196648**

**TRADEMARK  
 REEL: 004579 FRAME: 0650**

**OP \$240.00 1113454**

Correspondent Name: James Murray  
Address Line 1: 4400 Easton Commons Way, Suite 125  
Address Line 2: CT Lien Solutions  
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:

Sakina Karkat

Signature:

/Sakina Karkat/

Date:

07/11/2011

Total Attachments: 6

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 11, 2011, is among the undersigned (the "Grantor"), 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 Grantor granted to the Agent a security interest in and continuing lien on, all of the Grantor's 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 Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees 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 Grantor hereby grants to the Agent a security interest in and continuing lien on, all of the Grantor's 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 Grantor hereby acknowledges and affirms 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 Grantor hereby authorizes and requests 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 the 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.

[Remainder of this page intentionally left blank]

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.

**GRANTOR:**

**DURA-LINE CORPORATION**

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

*Parash Chari*

Name: *Parash Chari*

Title: *President + CEO*

[Trademark Security Agreement]

**TRADEMARK**  
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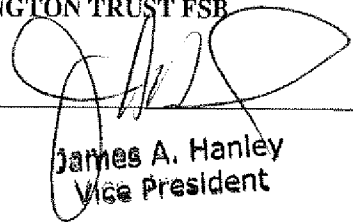
**AGENT:**

**WILMINGTON TRUST FSB**

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

Name:

Title:



**James A. Hanley**  
**Vice President**

[Trademark Security Agreement]

**SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT**

**DURA-LINE CORPORATION**

Registered Owner	Country	Trademark	Status	Application No.	Filing Date	Registration No.	Issue Date
DURA-LINE CORPORATION	U.S. Federal	ARNCO	Registered and renewed	73138903	08/25/77	1113454	02/20/79 Renewed: 02/20/99 And 02/20/09
DURA-LINE CORPORATION	U.S. Federal	ARNCO	Registered	75668971	03/26/99	2374763	08/08/00
DURA-LINE CORPORATION	U.S. Federal	ARNCO	Registered	76062161	06/02/00	2636477	10/15/02
DURA-LINE CORPORATION	U.S. Federal	BULL-LINE	Registered	75835259	11/16/99	2488967	09/11/01
DURA-LINE CORPORATION	U.S. Federal	BULLET-LINE	Registered	78971377	09/11/06	3443047	06/03/08
DURA-LINE CORPORATION	U.S. Federal	FIBER-GUARD	Registered	73611773	07/28/86	1444121	06/23/87 Renewed 6/23/07
DURA-LINE CORPORATION	U.S. Federal	FLEX-COR	Registered	78424324	05/25/04	3169479	11/07/06
DURA-LINE CORPORATION	U.S. Federal	HYDRALUBE BLUE	Registered and renewed	73378293	08/04/82	1270508	03/20/84 Renewed: 03/20/04

Registered Owner	Country	Trademark	Status	Application No.	Filing Date	Registration No.	Issue Date
DURA-LINE CORPORATION	U.S. Federal	SMOOTH-COR	Registered and renewed	74048560	04/13/90	1747101	01/19/93 Renewed: 01/19/03