

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
Ershigs, Inc.		07/25/2011	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	32 Avenue of the Americas		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2869828	AQUAPOD	
CORRESPONDENCE DATA			
Fax Number:	(404)581-8330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4045818052		
Email:	rcampbell@jonesday.com		
Correspondent Name:	Richard U. Campbell		
Address Line 1:	1420 Peachtree St. NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	223194-615004		
NAME OF SUBMITTER:	Richard U. Campbell		
Signature:	/Richard U. Campbell/		

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REEL: 004591 FRAME: 0477

Date:

07/27/2011

Total Attachments: 5

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(PATENTS & TRADEMARKS)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS & TRADEMARKS) (as may be amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated July 25, 2011, is made by Ershigs, Inc., a Washington corporation (the "Grantor"), in favor of Patriarch Partners Agency Services, LLC ("PPAS"), as agent (the "Agent") for the Lenders (as defined below).

WHEREAS, Denali Incorporated, as borrower (the "Borrower"), the Grantor and certain other domestic subsidiaries of the Borrower, as guarantors (the "Guarantors"), the lenders party thereto (together with any other financial institutions or investors from time to time lenders thereunder, the "Lenders") and the Agent, have entered into that certain Credit Agreement, dated as of March 5, 2009 (as amended, restated, supplemented, increased, extended or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Credit Agreement;

WHEREAS, as a condition precedent to the making of advances to the Borrower, Grantor executed that certain Security Agreement dated as of March 5, 2009 (as may be amended, supplemented or otherwise modified from time to time, the "Security Agreement") by the Borrower, the Grantor and the other Guarantors in favor of the Agent for the benefit of the Lenders and the Agent, whereby, among other things, the Grantor has granted a security interest in certain intellectual property of Grantor to the Agent for the ratable benefit of the Lenders; and

WHEREAS, the Grantor has acquired trademarks and patents and is required under the terms of the Security Agreement to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and any other governmental authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral");

(a) the United States and foreign trademark and service mark registrations, applications, and licenses set forth on Exhibit A hereto but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or Amendment to Allege Use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law (the "Trademarks");

(b) any and all causes of action for past, present and future infringement or breach of the Trademarks, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach;

(c) the United States, international and foreign patents, patent applications, utility models, and statutory invention registrations set forth on Exhibit B hereto (the "Patents");

(d) any and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of the Patents, all inventions in the Patents, and all rights provided in the Patents by international treaties or conventions and all improvements thereto; and

(e) any and all proceeds of the foregoing.

Section 2. Governing Law. This Agreement and all claims, disputes and matters arising hereunder or related hereto, will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed entirely within that State, without reference to conflicts of laws provisions.

Section 3. Submission to Jurisdiction. Each of the Lenders, Agent and Grantor hereby (a) agrees that any Action with respect to this Agreement may be brought in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any Action in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any Action by the mailing of copies of the process to the parties hereto as provided in the Credit Agreement. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 4. Waiver of Jury Trial. Each of the Lenders, Agent and Grantor hereby waives any right to a trial by jury in any Action to enforce or defend any right under this Agreement or any amendment, instrument, document or agreement delivered or to be delivered in connection with this Agreement and agrees that any Action will be tried before a court and not before a jury.

Section 5. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 6. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 7. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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

ERSHIGS, INC.

By: Timmyman
Name: TIMOTHY D. MAYNARD
Title: TREASURER

Exhibit A

Trademarks

Mark	Status	Serial No.	Reg. No.	Registration Date
AQUAPOD	Registered	78/305,704	2,869,828	8/3/2004

Trademark Applications

None.

Exhibit B

Patents

None.

Patent Applications

Patent	Application Number	Filing Date
Modular Tower Apparatus and Method of Manufacture	12/883,963	09/16/2010
Fiberglass Enclosures with Watertight Risers and Methods of Making and Using Same	12/709,320	02/19/2010