

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
Conductix, Inc.		11/11/2011	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	Winchester House, London Wall		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1892996	INSUL 8	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	976974		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 1892996

900207051

**TRADEMARK
 REEL: 004660 FRAME: 0477**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

11/14/2011

Total Attachments: 7

source=11-14-11 Conductix-TM#page1.tif

source=11-14-11 Conductix-TM#page2.tif

source=11-14-11 Conductix-TM#page3.tif

source=11-14-11 Conductix-TM#page4.tif

source=11-14-11 Conductix-TM#page5.tif

source=11-14-11 Conductix-TM#page6.tif

source=11-14-11 Conductix-TM#page7.tif

TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 11, 2011, is entered into by **Conductix, Inc.**, a Nebraska corporation (as successor-by-merger to Insul-8 Corporation and Delachaux Corporation) (the "Grantor") in favor of **Deutsche Bank AG, London Branch**, in its capacity as security agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Security Agent").

WHEREAS, the lenders or other financial institutions or entities party thereto from time to time, Security Agent, and certain other parties as named therein have entered into that certain Senior Facilities Agreement, dated as of September 16, 2011 (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement");

WHEREAS, it is a condition under the Senior Facilities Agreement that the Grantor shall have executed and delivered that certain Security Agreement, dated as of November 11, 2011, in favor of the Security Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, intellectual property of the Grantor, to the Security Agent for the benefit of the Secured Parties, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Security Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Security Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), to secure the prompt and complete payment and performance of the Secured Obligations:

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (ii) all reissues, divisions, continuations, renewals, extensions, reexaminations, and continuations-in-part thereof; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages, claims and payments for past and future infringements, dilutions or other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (iv) all rights to sue for past, present, and future infringements, dilutions or other violations of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world, but excluding any property, right or interest in which a security interest may not be granted under applicable law or under enforceable contractual restrictions binding on the Grantor (or, in the case of the items described in the foregoing clauses (i) to (v), would

constitute or result in the abandonment of, invalidation of or rendering unenforceable any of the Grantor's right, title or interest therein).

SECTION 3. Limitation on Enforcement.

(a) In this Section:

Security Grantor means any entity which is granting security under the Security Agreement.

German AG Shareholder means an Obligor which is organised under the laws of the Federal Republic of Germany in the form of a stock corporation (*Aktiengesellschaft*).

German AG Minority Shareholding Security Grantor means a Security Grantor

- (i) which is not a Subsidiary of a German AG Shareholder; but
- (ii) in which a German AG Shareholder has any shareholding or equity interest.

(b) If a German AG Shareholder has

- (i) either a consent right to the effect that without the consent of the German AG Shareholder the German AG Minority Shareholding Security Grantor shall not grant any Security Interest constituted under this Agreement without being subject to the limitation on enforcement set out in this Section 3; and/or
- (ii) a veto right to the effect that the German AG Shareholder may, by exercising such veto right, prevent the German AG Minority Shareholding Security Grantor from granting any Security Interest constituted under this Agreement, unless the enforcement of the Security Interest constituted under this Agreement is subject to the limitation on enforcement set out in this Section 3; and/or
- (iii) any other right for a minority shareholder having a similar effect,

any security interest constituted under this Agreement shall be valid and enforceable only with respect to any own obligations under the Finance Documents of (i) the German AG Shareholder, (ii) the German AG Minority Shareholding Security Grantor, or (iii) in each case, any of their Subsidiaries.

(c) Any restriction under Section 3(b) shall cease to apply:

- (i) if and as long as the German AG Shareholder is subject to (i) a domination agreement (*Beherrschungsvertrag*) and/or (ii) a profit and loss sharing agreement (*Ergebnisabführungsvertrag*) with Delachaux S.A., or any other direct or indirect shareholder of the German AG Shareholder, provided that it may be reasonably expected (applying the due care of an ordinary businessman (*Sorgfalt eines ordentlichen Geschäftsmanns*)) that the German AG Shareholder is able to recover the annual loss (*Jahresfehlbetrag*) which the relevant dominating entity is obliged to pay pursuant to Section 302 of the German Stock Corporation Act (*Aktiengesetz*), unless there is a final and

unappealable judgment of the German Federal High Court (*Bundesgerichtshof*) that this prerequisite is not required to fall within the scope of the exemption set forth in Section 57 paragraph 1 S. 3 and/or 71a paragraph 1 S. 3 of the German Stock Corporations Act (*Aktiengesetz*) and/or Section 30 paragraph 1 S. 2 of the German Act on Limited Liability Companies (*Gesetz betreffend die Gesellschaften mit beschränkter Haftung*); and/or

- (ii) on the date when the conversion into a limited liability company (*Gesellschaft mit beschränkter Haftung*) of the German AG Shareholder, has been registered in the relevant commercial register of such German AG Shareholder.

SECTION 4. Security Agreement. The security interest granted hereby is granted in connection with the security interest granted to the Security Agent for the benefit of the Secured Parties under the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Security Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any 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. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement.

SECTION 6. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

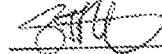
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officers or agents as of the date first set forth above.

Conductix, Inc.

By:


Name: Gen M. He
Title: President

By:


Name: STUART ZASTROW
Title: SECRETARY

[Signatures Page to Short-Form Trademark Security Agreement]

Deutsche Bank AG, London Branch
as Security Agent

By: O Adams
Name: V. Adams
Title: AVP

By: R. McKeown
Name: R. McKeown
Title: AVP

[Signature Page to Short-Form Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
INSUL 8 and design	74475802	January 3, 1994	1892996	May 9, 1996	Grantor

Applications:

Trademark	Application No.	Application Date	Registration No.	Registration Date	Owner
None.					