

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amweld International, LLC		10/18/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Patriarch Partners Agency Services, LLC
<b>Street Address:</b>	32 Avenue of the Americas
<b>Internal Address:</b>	17th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	533477	AMWELD
Registration Number:	1249578	STURDI-DOOR
Registration Number:	1357616	SOUNDSHIELD
Registration Number:	2427454	AMWELD
Registration Number:	2932537	A
Registration Number:	3159520	INDEPENDENCE HARDWARE BY AMWELD

**CORRESPONDENCE DATA**

Fax Number: (404)581-8330  
 Phone: 4045818052  
 Email: rcampbell@jonesday.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Richard U. Campbell  
 Address Line 1: 1420 Peachtree St. NE

CH \$165.00 533477

Address Line 2: Suite 800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	223194-615029
NAME OF SUBMITTER:	Richard U. Campbell
Signature:	/Richard U. Campbell/
Date:	12/14/2011

Total Attachments: 11  
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## ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT

This **ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT** (this "Acknowledgement") is executed and delivered as of October 18, 2011, by and among Amweld International, LLC, a Delaware limited liability company ("Amweld"), ZOHAR CDO 2003-1, Limited, ZOHAR II 2005-1, Limited, ZOHAR III, Limited, Ark Investment Partners II, L.P. and Ark II CLO 2001-1, Ltd. (collectively, "Lenders"), and Patriarch Partners Agency Services, LLC, a Delaware limited liability company, as administrative agent for Lenders ("Administrative Agent").

### RECITALS

A. Pursuant to the Amended and Restated Credit Agreement (the "Credit Agreement"), dated as of February 6, 2009, by and among Amweld, Administrative Agent, and Lenders, Lenders made loans to, and made other financial accommodations to or for the benefit of, Amweld (the "Loans").

B. Pursuant to the Amended and Restated Security Agreement (the "Security Agreement"), dated as of February 6, 2009, by Amweld in favor of Administrative Agent, Amweld granted Administrative Agent, for the benefit of the Lenders and as security for the Loans, security interests in, the Collateral (as defined in the Security Agreement), which include the Intellectual Property Collateral (as defined in the Security Agreement) and all proceeds, products, offsprings, rents, profits, royalties, revenues, issues, income, benefits, accessions, additions, substitutions and replacements of and to the foregoing.

C. Amweld subsequently defaulted in the performance of its obligations under the Credit Agreement.

D. Lenders, Amweld and Administrative Agent are parties to that certain Foreclosure Agreement (the "Foreclosure Agreement"), dated as of the date hereof, pursuant to which Amweld tendered certain Collateral in partial satisfaction of Amweld's outstanding indebtedness under the Credit Agreement, including Amweld's right, title and interest in, to and under all trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, internet domain names, product configurations, trade names, business names, corporate names and other source identifies, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and application for registration thereof, and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any state or territory of the United States or any foreign country, and all rights therein provided by international treaties or conventions, all renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever accruing thereunder or pertaining thereto, including those set forth on Schedule A attached hereto (collectively, the "Marks").

E. Amweld desires to acknowledge the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of its right, title and interest in, to and under the Marks pursuant to the Foreclosure Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein will have the meanings set forth in the Foreclosure Agreement.

2. Acknowledgement of Assignment. Amweld hereby acknowledges the assignment, transfer and delivery to Administrative Agent, on behalf of the Lenders, of all of its worldwide right, title and interest in, to and under the Marks, and the goodwill symbolized thereby and associated therewith, and all registrations and all applications to register the Marks and registrations of and renewals and extensions of the foregoing, for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, together with the right to sue for damages and payments for claims of past, present or future infringement or other unauthorized use of the Marks, if any, and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of Administrative Agent's successors and assigns, on behalf of the Lenders, as fully and entirely as the same would have been held and enjoyed by Amweld if the assignment, transfer and delivery had not been made, together with all income, royalties or payments due or payable to Amweld as of the date of this Acknowledgement or that become due or payable in respect of the Marks thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Administrative Agent's own use and enjoyment, on behalf of the Lenders, and for the use and enjoyment of its successors, assigns or other legal representatives.

3. Recordation. Amweld authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar governmental authority to record Administrative Agent, on behalf of the Lenders, as the assignee and owner of the Marks, and issue any and all registrations thereon to Administrative Agent, on behalf of the Lenders, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Administrative Agent, its successors, assigns or other legal representatives, on behalf of the Lenders.

4. Further Assurances. Amweld hereby agrees to execute, acknowledge and deliver, upon the request of Administrative Agent, such additional documents prepared by Administrative Agent, on behalf of the Lenders, as are reasonably necessary to register and otherwise give full effect to, and to perfect the rights of Administrative Agent, on behalf of the Lenders, under, the Foreclosure Agreement and this Acknowledgement in and to the Marks worldwide, including all documents reasonably necessary to register in the name of Administrative Agent, on behalf of the Lenders, the assignment of the Marks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

5. No Use. Amweld, for itself and on behalf of its successors and assigns, subsequent to the date hereof, covenants not to use, apply for, or register any of the Marks or use, apply for, or register any variation of the Marks or any word, design, domain name, or logo

likely to be similar or confusingly similar with the Marks, for any purpose in the United States or in any foreign country.

6. Subsequent Payments. If any proceeds of any of the Marks or any payment thereon is for any reason received by Amweld subsequent to the date hereof, Amweld will remit the same to Administrative Agent, on behalf of the Lenders, immediately in the form in which received, together with all necessary assignments and endorsements.

7. Binding Effect. This Acknowledgement will be binding upon Amweld and inure to the benefit of Administrative Agent and its successors and assigns, on behalf of the Lenders.

8. Counterparts. This Acknowledgement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Copies of executed counterparts transmitted by facsimile or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

9. Governing Law. THE VALIDITY AND CONSTRUCTION OF THIS ACKNOWLEDGEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANOTHER JURISDICTION'S LAWS.

*- Remainder of Page Intentionally Left Blank -*

IN WITNESS WHEREOF, this Acknowledgement has been executed effective as of the date first set forth above.

AMWELD INTERNATIONAL, LLC

By: William A Tolany  
Name: WILLIAM A. TOLANY  
Title: CEO

STATE OF TX )

COUNTY OF Dallas ) SS:

On this 17<sup>th</sup> day of OCT, 2011 before me, William Tolany known to me to be CEO of Amweld International, LLC, who acknowledged that she/he signed this instrument as a free act on behalf of Amweld International, LLC.

Kristy Steger  
Notary Public: KRISTY STEGER  
My commission expires: 7-16-15



ARK INVESTMENT PARTNERS II, L.P.,

By: Ark Investment GP II, LLC,  
its General Partner

By:

Name: Lynn Tilton  
Title: Manager

STATE OF New York )

) SS:

COUNTY OF New York)

On this 8<sup>th</sup> day of December, 2011, before me, Lynn Tilton, known to me to be the Manager of the General Partner of Ark Investment Partners II, L.P., who acknowledged that she signed this instrument as a free act on behalf of Ark Investment Partners II, L.P.

Carlos E. Mercado

Notary Public:

My commission expires: 10/23/2014

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,  
its Collateral Manager

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

STATE OF New York )

) SS:

COUNTY OF New York )

On this 8<sup>th</sup> day of December, 2011 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar CDO 2003-1, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar CDO 2003-1, Limited.

Carlos E. Mercado

Notary Public:

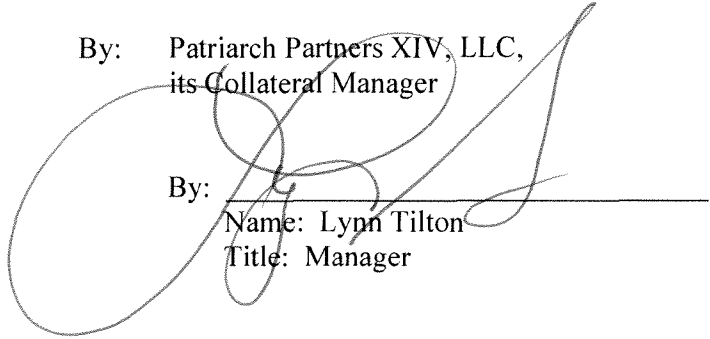
My commission expires: 10/23/2014

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014



ZOHAR II 2005-1, LIMITED

By: Patriarch Partners XIV, LLC,  
its Collateral Manager

By:   
Name: Lynn Tilton  
Title: Manager

STATE OF New York )

) SS:

COUNTY OF New York )

On this 8<sup>th</sup> day of December, 2011 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar II 2005-1, Limited, who acknowledged that he signed this instrument as a free act on behalf of Zohar II 2005-1, Limited.



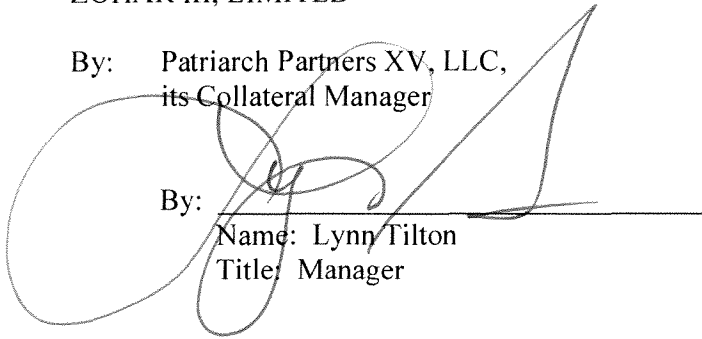
Notary Public:

My commission expires: 10/23/2014

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014

ZOHAR III, LIMITED

By: Patriarch Partners XV, LLC,  
its Collateral Manager

By:   
Name: Lynn Tilton  
Title: Manager

STATE OF New York )

) SS:

COUNTY OF New York )

On this 8<sup>th</sup> day of December, 2011 before me, Lynn Tilton, known to me to be the Manager of the Collateral Manager of Zohar III, Limited, who acknowledged that she signed this instrument as a free act on behalf of Zohar III, Limited.

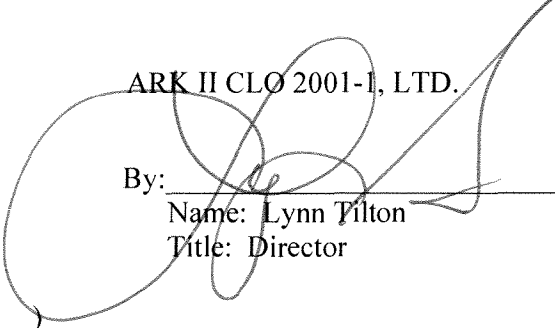


Notary Public:

My commission expires: 10/23/2014

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014

ARK II CLO 2001-1, LTD.

By:   
Name: Lynn Tilton  
Title: Director

STATE OF *New York* )

) SS:

COUNTY OF *New York* )

On this 8<sup>th</sup> day of December, 2011 before me, Lynn Tilton, known to me to be the Director of Ark II CLO 2001-1, Ltd., who acknowledged that she signed this instrument as a free act on behalf of Ark II CLO 2001-1, Ltd.

*Carlos E. Mercado*  
*Notary Public*

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014

PATRIARCH PARTNERS AGENCY  
SERVICES, LLC, as the Administrative Agent

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

STATE OF New York )

) SS:

COUNTY OF New York )

On this 8<sup>th</sup> day of December, 2011 before me, Lynn Tilton, known to me to be the Manager of Patriarch Partners Agency Services, LLC, who acknowledged that she signed this instrument as a free act on behalf of Patriarch Partners Agency Services, LLC.

Carlos E. Mercado

Notary Public:

My commission expires: 10/23/2014

CARLOS E. MERCADO  
Notary Public, State of New York  
No. 01ME6154614  
Qualified in Kings County  
Commission Expires Oct. 23, 2014

**SCHEDULE A**

**Marks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Reg No</b>	<b>App No</b>	<b>Status</b>
Amweld	United States	71/587599	533477	Renewed
Sturdi-Door	United States	73/369415	1249578	Cancelled
Soundshield	United States	73/521038	1357616	Renewed
Amweld	United States	75/651892	2427454	Registered
A (Stylized)	United States	76/578901	2932537	Registered
Independence Hardware by Amweld	United States	76/613,080	3159520	Registered
The Edge	United States	N/A	N/A	Application in Process
Firedoor	United States	N/A	N/A	Application in Process
Amweld International	United States	N/A	N/A	Application in Process
LaserEdge	United States	N/A	N/A	Application in Process
Firesonic	United States	N/A	N/A	Application in Process
Storm Guard	United States	N/A	N/A	Application in Process
Tilt 'N Place	United States	N/A	N/A	Application in Process
HighRiser	United States	N/A	N/A	Application in Process
Firedoor by Amweld International LLC	United States	N/A	N/A	Application in Process
Liberty Hardware by Amweld International LLC	United States	N/A	N/A	Application in Process