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Form PTO-1594 (Rev. 03±11) Pg OMB Collection,0651-0027 (exp. 03/31/2012) **RECORDATION FORM CO** 

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COMMERCE emark Office

TRADEMA	103639621
To the Director of the யி. S. Patent and Trademark Office: Plea	ase record une-autorica accumento c. a.c
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  ✓ No
Delta Creative, Inc.	Name: Plaid Enterprises, Inc.
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Address:
	Street Address: 3225 Westech Drive  City: Norcross
Citizenship (see guidelines)	State: <u>Georgia</u> Country: <u>USA</u> Zip: 30092
Additional names of conveying parties attached? Yes No	Association Citizenship
3. Nature of conveyance )/Execution Date(s):  Execution Date(s)November 1, 2011	General Partnership Citizenship
Assignment Merger	Corporation Citizenship Delaware  Other Citizenship
Security Agreement Change of Name  Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) an A. Trademark Application No.(s) 85/322,294	d identification or description of the Trademark.  B. Trademark Registration No.(s)  3,263,259; 2,981,836; 3,948,355; 2,315,268; 1,560,355; 4,077,305
C. Identification or Description of Trademark(s) (and Filing	Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name:Dan R. Musick	6. Total number of applications and registrations involved:  7
Internal Address:	<b>7. Total fee</b> (37 CFR 2.6(b)(6) & 3.41) \$190.00
Street Address: 3225 Westech Drive	Authorized to be charged to deposit account  Enclosed
City Norcross	8. Payment Information:
State:         Zip:           30092         Phone Number:           678-291-8239         Phone Number:	01/23/2012 KNGUYEN1 00000041 3263259
Fax Number:678-291-8362 Email Address:dmusick@plaidonline.com	Deposit Account Number 40.00 0i ติวิ FC: 8522 150.00 0 Authorized User Name
9. Signature:	January 12, 2012
Signature  Dan R. Musick	Date  Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### EXHIBIT C

#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Security Agreement") is made and effective as of November 1, 2011 ("Effective Date"), by and between Delta Creative, Inc., a California corporation having a principal place of business at 2690 Pellissier Place, City Of Industry, California 90601 ("Grantor") and Plaid Enterprises, Inc., a Delaware corporation having a principal place of business at 3225 Westech Drive, Norcross, Georgia 30092 ("Grantee").

WHEREAS, pursuant to that certain License Agreement, dated as of the date hereof, by and between Grantor and Grantee, the parties have agreed, subject to the terms and conditions set forth therein, to license certain trademarks; and

WHEREAS, it is a condition precedent to the obligation of Grantee to execute and perform under the License Agreement that Grantor shall have executed and delivered this Trademark Security Agreement to Grantee;

NOW, THEREFORE, in consideration of the willingness of Grantee to enter into the License Agreement and to agree, subject to the terms and conditions set forth therein, to accept the license of the trademarks pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

- 1. <u>Grant of Security Interest</u>. To secure all of the Grantor's obligations under the License Agreement, the Grantor hereby grants to Grantee a continuing security interest in all of the right, title and interest of the Grantor in and to:
- (a) the U.S. trademark registrations set forth on Schedule A, attached hereto and all goodwill associated with the foregoing (the "Trademarks");
- (b) any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

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- (c) any and all amendments, renewals, extensions and replacements of any of the foregoing; and
- (d) any and all products and proceeds of any of the foregoing (collectively, the "Collateral").
- 2. Requested Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks file and record this Security Agreement in order to publicly reflect the interests of Grantee in the Collateral. Grantee shall not be permitted to perfect this Security Agreement or otherwise record a Financing Statement (UCC-1) with any applicable county or secretary of state relating to this Security Agreement.
- 3. <u>Assignment</u>. Upon fulfillment of the financial obligation in Royalty Fees and resulting expiration of the License Agreement, or upon the occurrence of and during the continuation of a default by Grantor which is not cured as provided under the License Agreement, Grantor shall execute and deliver to Grantee an absolute assignment transferring its entire right, title and interest in and to the Collateral to the Grantee.
- 4. <u>Release</u>. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate upon the satisfaction of the following conditions: (a) payment and performance in full of all of the obligations secured hereby and (b) the termination of the License Agreement.

#### 5. Miscellaneous.

- (a) This Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Grantee under the License Agreement. The rights and remedies of the Grantor and Grantee with respect to the security interests granted herein are in addition and without prejudice to those set forth in the License Agreement, all terms and provisions of which are hereby incorporated herein be reference. In the event that any provisions of this Security Agreement are deemed to conflict with the License Agreement, the provisions of the License Agreement shall govern.
- (b) This Security Agreement may be executed in any number of counterparts with the same effect as of all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark

Security Agreement on the dates written below, and this Trademark Security Agreement is effective on the Effective Date.

DELTA CREATIVE, INC.

PLAID ENTERPRISES, INC.

Sepp von Arx

Date: \6.05.20\1

Michael J. McCopey

President

Date: 10 4 / 1)

STATE OF GEORGIA

**COUNTY OF GWINNETT** 

I, <u>Cathrine P. Bonds</u>, a Notary Public in the State and County aforesaid, duly commissioned and qualified, do certify that Michael J. McCooey, who is personally known to me, or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President of Plaid Enterprises, Inc., a corporation, this day appeared before me personally and did acknowledge that he as such officer, being authorized to do so, did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed by signing in the name of the corporation by himself as such officer.

In witness whereof, I have hereunto set my hand and official seal, this  $4^{7b}$  day of October, 2011.

Notary Public, DeKalb County, Georgia
My Commission Expires Feb. 14. 2012

My Commission Expires: \_\_\_\_\_

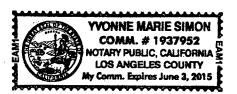
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STATE OF CALIFORNIA

**COUNTY OF LOS ANGELES** 

I, Worke West to Stwon, a Notary Public in the State and County aforesaid, duly commissioned and qualified, do certify that Sepp von Arx, who is personally known to me, or who proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the CEO of Delta Creative, Inc., a corporation, this day appeared before me personally and did acknowledge that he as such officer, being authorized to do so, did sign, seal and deliver the foregoing instrument of his own free will and accord for the purposes therein named and expressed by signing in the name of the corporation by himself as such officer.

In witness whereof, I have hereunto set my hand and official seal, this <u>l</u> day of <u>Server</u>, 2011.



Moral May Lemon NOTARY PUBLIC

My Commission Expires:  $\sqrt{-3-4}$ 

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# EXHIBIT A

## DELTA TRADEMARKS

DELTA CREATIVE	3,263,259
DELTA TEXTURE MAGIC	2,981,836
SQUIGGLE MAGIC	3,948,355
DELTA	2,315,268
CERAMCOAT	1,560,355
SOBO	4,077,305
AIR-DRY PERMENAMEL	SERIAL NO. 85/322,294

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**RECORDED: 01/23/2012**