

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pexco LLC		08/09/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2964860	ABCO
Registration Number:	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS
Registration Number:	2813967	DUOPEX
Registration Number:	2825880	DURAFROST
Registration Number:	1053137	DURAYL
Registration Number:	3156727	EZ MARK
Registration Number:	2291867	FAST EDGE
Registration Number:	1744536	FENCE-WEAVE
Registration Number:	2451995	FINLINK
Registration Number:	1630875	FLEXI-GUIDE
Registration Number:	2099134	MAX-SLAT
Registration Number:	1867014	MISSING LINK
Registration Number:	2496335	PDS
Registration Number:	2813951	PEXBOND

**TRADEMARK**

OP \$715.00 2964860

Registration Number:	2813950	PEXBRAID
Registration Number:	2811591	PEXCLEAR
Registration Number:	2581523	PEXCO
Registration Number:	1418371	PVT
Registration Number:	1786151	QUALTHANE
Registration Number:	3007637	TRI-LITE
Registration Number:	1865283	WINGED SLAT
Registration Number:	3339096	OP PANEL
Registration Number:	3322930	PEXGLIDE
Registration Number:	3322880	PEX-PF
Registration Number:	3577108	FIN2000
Registration Number:	3599684	MONACO
Serial Number:	85177810	AISLESMART
Serial Number:	85570336	PATRICIAN

**CORRESPONDENCE DATA**

Fax Number: 6179518736  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-951-8132  
Email: linda.salera@bingham.com  
Correspondent Name: Linda A. Salera  
Address Line 1: One Federal Street  
Address Line 2: c/o Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	08/09/2012

Total Attachments: 7  
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2012 (this "Agreement"), is made by Pexco LLC (the "Grantor") in favor of General Electric Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

WHEREAS, the Grantor entered into a Pledge and Security Agreement dated as of July 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office or any other applicable government authority.

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

**SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all personal property of the Grantor including the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral") as collateral security for the Secured Obligations:

all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any

injury to goodwill and (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" trademark application, filed pursuant to Section 1(b) of the Lanham Act, 17 U.S.C. § 1051(b), prior to the filing and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and 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 Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. Recordation**

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer of any applicable government authority record this Agreement.

### **SECTION 5. Governing Law**

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

### **SECTION 6. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

PEXCO LLC,  
as a Grantor

By:   
Name: Dennis Fink  
Title: Chief Financial Officer

**GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent**

By: 

Name: *Vanella Keck*  
Title: Its Duly Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Name</b>	<b>Registrant</b>	<b>Description</b>	<b>Application No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>
<b>ABCO</b>	Pexco LLC	Thermoplastic elastomers in pellet, sheet, powder or extruded form for use in further manufacture	76/595,376 2,964,860	04-Jun-04 05-Jul-05
<b>DAVIDSON TRAFFIC CONTROL PRODUCTS</b>	Pexco LLC	Traffic control products [there are additional goods in the registration]	76/603,494 3,022,621	22-Jul-04 06-Dec-05
<b>DUOPEX</b>	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,553 2,813,967	06-Jan-03 10-Feb-04
<b>DURAFROST</b>	Pexco LLC	Raw Polymer sheet material for use in the manufacture of . . . [other goods]	76/375,489 2,825,880	26-Feb-02 23-Mar-04
<b>DURAYL</b>	Pexco LLC	Plastic in the form of a molding compound for industrial use	73/068,885 1,053,137	13-Nov-75 23-Nov-76
<b>EZ MARK</b>	Pexco LLC	Traffic control products, namely, pavement markers	78/609,196 3,156,727	14-Apr-05 17-Oct-06
<b>FAST EDGE</b>	Pexco LLC	Plastic lawn and garden edging	75/236,734 2,291,867	24-Jan-97 16-Nov-99
<b>FENCE-WEAVE</b>	Pexco LLC	Plastic ribbon or tape for application to fences to insure privacy	74/239,673 1,744,536	23-Jan-92 05-Jan-93
<b>FINLINK</b>	Pexco LLC	Non-metal slats for chain link fencing	75/757,726 2,451,995	22-Jul-99 15-May-01
<b>FLEXI-GUIDE</b>	Pexco LLC	Flexible plastic high delineator posts drivable into the ground along a highway	74/032,615 1,630,875	26-Feb-90 08-Jan-91
<b>MAX-SLAT</b>	Pexco LLC	Privacy fence inserts, namely, plastic vertical slats designed to fit into chain link fences	75/143,225 2,099,134	18-Jul-96 23-Sep-97
<b>MISSING LINK</b>	Pexco LLC	Plastic privacy slats for attachment to chain link fencing	74/473,099 1,867,014	27-Dec-93 13-Dec-94
<b>PDS</b>	Pexco LLC	Non-metal Fence slats and non-metal top caps for use with chain link fences	76/176,605 2,496,335	06-Dec-00 09-Oct-01
<b>PEXBOND</b>	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,564 2,813,951	14-Nov-02 10-Feb-04

<b>Name</b>	<b>Registrant</b>	<b>Description</b>	<b>Application No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>
<b>PEXBRAID</b>	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/469,563 2,813,950	14-Nov-02 10-Feb-04
<b>PEXCLEAR</b>	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/480,942 2,811,591	07-Jan-03 03-Feb-04
<b>PEXCO</b>	Pexco LLC	Plastic tubing for medical equipment, namely, tubing for fluid and gas handling	76/192,139 2,581,523	10-Jan-01 18-Jun-02
<b>PVT</b>	Pexco LLC	Plastic vertical tubing to fit into chain link fences for privacy	73/598,421 1,418,371	12-May-86 25-Nov-86
<b>QUALTHANE</b>	Pexco LLC	Flexible plastic tubing for medical and industrial use	74/247,296 1,786,151	14-Feb-92 03-Aug-93
<b>TRI-LITE</b>	Pexco LLC	Lighting accessories for electric light fixtures, namely, Prismatic sheets, lighting wraps, lighting profiles, lighting tube guards and lighting diffusers	76/480,554 3,007,637	06-Jan-03 18-Oct-05
<b>WINGED SLAT</b>	Pexco LLC	Decorative and privacy slats for chain link fences	74/297,343 1,865,283	24-Jul-92 29-Nov-94
<b>OP PANEL</b>	Pexco LLC	Non-metal fence panels	77/140,499 3,339,096	26-Mar-07 20-Nov-07
<b>PEXGLIDE</b>	Pexco LLC	Medical tubing for guidewire, nitinol and stainless steel used in cardiovascular surgery and procedures	77/084,998 3,322,930	17-Jan-07 30-Oct-07
<b>PEX-PF</b>	Pexco LLC	Plastic tubing for medical equipment and fluid and gas handling devices	77/082,101 3,322,880	12-Jan-07 30-Oct-07
<b>FIN2000</b>	Pexco LLC	Non-metal fence slat panel insert	77/211,798 3,577,108	21-June-07 17-Feb-09
<b>MONACO</b>	Pexco LLC	Plastic extrusions, namely, fencing and decking; plastic extrusions, namely, protective railing for decks, patios, stair banisters, balconies; plastic extrusions, namely, protective waterfront guard railing.	77/356,039 3,599,684	19-Dec-07 31-Mar-09



## TRADEMARK APPLICATIONS

<b>Name</b>	<b>Registrant</b>	<b>Description</b>	<b>Application No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>
<b>AISLESMART<sup>1</sup></b>	Pexco LLC	Non-metal holders for paper labels; non-metal retail shelf strips for holding paper labels or signs; non-metal wooden shelf labels, namely, blank or partially printed labels for wooden shelf units...	85/177,810	16-Nov-10
<b>PATRICIAN</b>	Pexco LLC	Lawn and garden products, namely weed barriers, landscapers' fabric made of plastics, growing bags made of plastics...	85/570,336	15-Mar-12

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<sup>1</sup> Intent-to-Use Application.