

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
COMMAND ALKON INCORPORATED		09/28/2012	CORPORATION: DELAWARE
COMMAND ALKON (BVI), LTD.		09/28/2012	COMPANY: BRITISH VIRGIN ISLANDS
CA HOLDCO, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
COMMAND ALKON HOLDINGS, INC.		09/28/2012	CORPORATION: DELAWARE
CONSTRUCTION MATERIALS TECHNOLOGIES, INC.		09/28/2012	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2782441	COMMAND ALKON
Registration Number:	2808371	COMMANDAGGREGATE
Registration Number:	3273909	COMMANDASSIST
Registration Number:	2823983	COMMANDBATCH
Registration Number:	3261427	COMMANDCOMMERCE
Registration Number:	2808372	COMMANDCONCRETE
Registration Number:	2977937	COMMANDFLEET

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Registration Number:	3796725	COMMANDOPTIMIZE
Registration Number:	2880132	COMMANDPERFORMANCE
Registration Number:	3620257	COMMANDQC
Registration Number:	2808370	COMMANDSERIES
Registration Number:	2808373	COMMANDSIGNAL
Registration Number:	3635331	COMMANDTRACK
Registration Number:	3176748	INTEGRA
Serial Number:	85023793	PRECISION WATER SYSTEM
Serial Number:	85516414	PLANT WATCHER

**CORRESPONDENCE DATA**

Fax Number: 2138308743  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: KIMBERLEY A. LATHROP  
Address Line 1: 355 SOUTH GRAND AVENUE  
Address Line 2: BINGHAM MCCUTCHEN LLP  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.362530
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	09/28/2012

Total Attachments: 7  
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 28th day of September, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **ARES CAPITAL CORPORATION**, a Maryland corporation ("ARCC"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent").

**W I T N E S S E T H:**

**WHEREAS**, pursuant to that certain Second Lien Credit Agreement dated as of September 28, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Command Alkon (BVI), Ltd., a company incorporated in the British Virgin Islands, CA Holdco, LLC, a Delaware limited liability company, Command Alkon Holdings, Inc., a Delaware corporation, Command Alkon Incorporated, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Collateral Agent, and ARCC as administrative agent for such Lenders, the Lender Group has agreed to make loans Borrower from time to time pursuant to the terms and conditions thereof; and

**WHEREAS**, the members of the Lender Group are willing to make the loans to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement, dated as of September 28, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **Grant of Security Interest in Trademark Collateral.** Each Grantor hereby unconditionally grants, assigns, and pledges to Collateral Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **Security for Secured Obligations.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **Authorization to Supplement.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of

transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **Construction.** This Trademark Security Agreement shall be subject to all of terms and conditions contained in Section 1.4 of the Credit Agreement, *mutatis mutandi*.

8. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT COLLATERAL AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE COLLATERAL AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. COLLATERAL AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COLLATERAL AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. COLLATERAL AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. **Intercreditor Agreement.** Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this Trademark Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of

**EXECUTION VERSION**

Collateral Agent are subject to the provisions of the Intercreditor Agreement dated as of September 28, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo Capital Finance, LLC, as First Lien Agent, and ARCC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COMMAND ALKON INCORPORATED,  
a Delaware corporation

By: Betty W. Todd  
Name: Betty W. Todd  
Title: VP Finance & Secretary

COMMAND ALKON (BVI), LTD.,  
a company incorporated in the British Virgin Islands

By: Betty W. Todd  
Name: Betty W. Todd  
Title: VP Finance & Secretary

CA HOLDCO, LLC,  
a Delaware limited liability company

By: Betty W. Todd  
Name: Betty W. Todd  
Title: VP Finance & Secretary

COMMAND ALKON HOLDINGS, INC.,  
a Delaware corporation

By: Betty W. Todd  
Name: Betty W. Todd  
Title: VP Finance & Secretary

CONSTRUCTION MATERIALS  
TECHNOLOGIES, INC.,  
an Alabama corporation

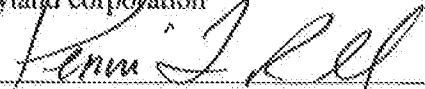
By: Betty W. Todd  
Name: Betty W. Todd  
Title: VP Finance & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ARES CAPITAL CORPORATION,  
a Maryland corporation

By: 

Name:

**Penni Roll**

Title:

**Authorized Signatory**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

Ref. No.	Mark	File Date	App. No.	Reg. Date	Reg. No.	Status	CL
<b>UNITED STATES</b>							
T83515US02	COMMAND ALKON	02/27/2001	76-216,536	11/11/2003	2,782,441	REGISTERED	09
T83515US07	COMMANDaggregate	03/13/2003	76-500,647	01/27/2004	2,808,371	REGISTERED	09
T83515US13	COMMANDASSIST	10/18/2006	77-024,019	08/07/2007	3,273,909	REGISTERED	09
T83515US03	COMMANDbatch	12/13/2002	76-474,694	03/16/2004	2,823,983	REGISTERED	09
T83515US11	COMMANDcommerce	02/26/2003	76-492,519	07/10/2007	3,261,427	REGISTERED	09
T83515US08	COMMANDconcrete	03/13/2003	76-500,648	01/27/2004	2,808,372	REGISTERED	09
T83515US10	COMMANDfleet	12/29/2003	76-567,644	07/26/2005	2,977,937	REGISTERED	09
T83515US18	COMMANDoptimize	10/31/2008	77-604,824	06/01/2010	3,796,725	REGISTERED	09
T83515US05	COMMANDperformance	03/13/2003	76-500,645	08/31/2004	2,880,132	REGISTERED	09
T083515US00	COMMANDQC	11/27/2007	77-337,992	05/12/2009	3,620,257	REGISTERED	09
T83515US06	COMMANDseries	03/13/2003	76-500,646	01/27/2004	2,808,370	REGISTERED	09
T83515US09	COMMANDsignal	03/13/2003	76-500,649	01/27/2004	2,808,373	REGISTERED	09
T83515US19NJ	COMMANDTRACK	12/22/2008	77-637,989	06/09/2009	3,635,331	REGISTERED	09
T04408US00	INTEGRA	12/18/2005	78/775,744	11/28/2006	3,176,748	REGISTERED	009
T04222US00	PRECISION WATER SYSTEM	04/27/2010	85-023,793			PENDING	09
T03000US00	COMMANDschedule					PROPOSED	
	PLANT WATCHER	1/13/2012	85-516,414			PENDING	09
<b>INDIA</b>							
T83515IN19NJ	COMMAND ALKON	01/21/2008	1644069	01/22/2008	1644069	REGISTERED	09
T83515IN18NJ	COMMANDbatch	01/21/2008	1644068	01/22/2008	1644068	REGISTERED	09