

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSMOSE UTILITIES SERVICES, INC.		11/26/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3715766	LOADCALC	
Registration Number:	3640307	MP400-EXT	
Registration Number:	3852883	O-CALC	
Registration Number:	3715767	STRENGTHCALC	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0277		

OP \$115.00 3715766

NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/kja/
Date:	11/26/2012
Total Attachments: 13 source=Osmose - IP Security Agreement (2)#page1.tif source=Osmose - IP Security Agreement (2)#page2.tif source=Osmose - IP Security Agreement (2)#page3.tif source=Osmose - IP Security Agreement (2)#page4.tif source=Osmose - IP Security Agreement (2)#page5.tif source=Osmose - IP Security Agreement (2)#page6.tif source=Osmose - IP Security Agreement (2)#page7.tif source=Osmose - IP Security Agreement (2)#page8.tif source=Osmose - IP Security Agreement (2)#page9.tif source=Osmose - IP Security Agreement (2)#page10.tif source=Osmose - IP Security Agreement (2)#page11.tif source=Osmose - IP Security Agreement (2)#page12.tif source=Osmose - IP Security Agreement (2)#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated November 26, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Credit Suisse AG, Cayman Islands Branch (“*Credit Suisse*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Osmose Holdings, Inc., a Delaware corporation (the “*Borrower*”) and OHI Intermediate Holdings, Inc., a Delaware corporation, have entered into a Senior Secured Credit Agreement dated as of November 26, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Credit Suisse as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the context may require.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuer under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 26, 2012, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following, except to the extent (a) any applicable Law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor’s right, title or interest therein and (b) any of the following constitutes Excluded Assets (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier (or other electronic transmission) shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of a conflict between the terms and provisions of this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

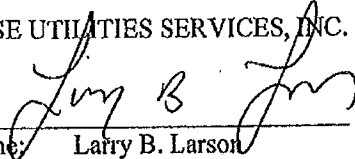
OSMOSE, INC.

By Paul A. Goydan

Name: Paul A. Goydan
Title: President

Signature Page to Osmosc IP Security Agreement

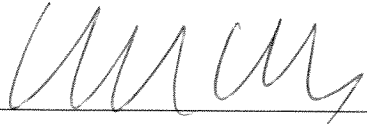
OSMOSE UTILITIES SERVICES, INC.


By 
Name: Larry B. Larson
Title: President

Signature Page to Osmose IP Security Agreement

TRADEMARK
REEL: 004906 FRAME: 0819

CREDIT SUISSE AG,
Cayman Islands Branch,
as Administrative Agent and Collateral
Agent

By 
Name: ROBERT HETU
Title: MANAGING DIRECTOR

By 
Name: Alex Verdone
Title: Associate

SCHEDULE A

PATENTS


Grantor	Country	Title	Patent No. Issue Date	Applic. No./ Filing Date
Osmose Utilities Services, Inc.	US	Pole Reinforcement Truss	7415808 8/26/2008	10/913674 8/6/2004
Osmose Utilities Services, Inc.	US	Pole Reinforcement Truss	7363752 4/29/2008	10/811333 3/26/2004
Osmose Utilities Services, Inc.	US	Method And Apparatus For Vertical Voltage Potential Mapping	6870356 3/22/2005	10/411803 4/11/20003
Osmose Utilities Services, Inc.	US	Methods for Calibration into Digital Photographic Image of Utility Structures		61/725748 11/13/2012
Osmose Utilities Services, Inc.	US	Fire Retardant Device for Protecting Wooden Structures from fire		13/662213 9/18/2012
Osmose Wood Preserving, Inc.	US	Apparatus And Method For Bracing Vertical Structures	6079165 6/27/2000	09/082706 5/21/1998
Osmose Wood Preserving, Inc.	US	Pole Top Protective Device And Method	6006479 12/28/1999	08/988343 12/10/1997
Osmose, Inc.	US	Micronized Wood Preservative Formulations	7674481 3/9/2010	10/821326 4/9/2004
Osmose, Inc.	US	Borate Compositions For Wood Preservation	7666254 2/23/2010	11/894373 8/20/2007
Osmose, Inc.	US	Micronized Wood Preservative Formulations Comprising Copper And Zinc	7632567 12/15/2009	11/849082 8/31/200
Osmose, Inc.	US	Layered Wood Composites	7544423 6/9/2009	11/467368 8/25/2006
Osmose, Inc.	US	Dissolution Of Copper Metal In Aqueous Alkanolamine To Form Copper Containing Aqueous Solution	7476371 1/13/2009	11/046804 2/1/2005
Osmose, Inc.	US	Milled Submicron Organic Biocides With Narrow Particle Size Distribution, And Uses Thereof	7426948 9/23/2008	10/961157 10/12/2004
Osmose, Inc.	US	Direct Synthesis Of Copper Carbonate	7411080 8/12/2008	11/436528 5/19/2006
Osmose, Inc.	US	Milled Submicron Chlorothalonil With Narrow Particle Size Distribution, And Uses Thereof	7316738 1/8/2008	10/961155 10/12/2004

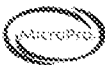


Grantor	Country	Title	Patent No. Issue Date	Applic. No./ Filing Date
Osmose, Inc.	US	Compatibilizing Surfactant Useful With Slurries Of Copper Particles	7238654 7/3/2007	11/053437 2/9/2005
Osmose, Inc.	US	Polymeric Wood Preservative Compositions	7001452 2/21/2006	10/986242 11/11/2004
Osmose, Inc.	US	Process For The Dissolution Of Copper Metal	6905532 6/14/2005	10/704155 11/10/2003
Osmose, Inc.	US	Process For The Dissolution Of Copper Metal	6905531 6/14/2005	10/660795 9/12/2003
Osmose, Inc.	US	Polymeric Wood Preservative Compositions	6843837 1/18/2005	10/627885 7/25/2003
Osmose, Inc.	US	Process For The Dissolution Of Copper Metal	6646147 11/11/2003	10/074251 2/14/2002
Osmose, Inc.	US	Phosphate Free Fire Retardant Composition	6517748 2/11/2003	09/932904 8/20/2001
Osmose, Inc.	US	Phosphate Free Fire Retardant Composition	6306317 10/23/2001	09/577743 5/23/2000
Osmose, Inc.	US	Pole Protector	6176062 1/23/2001	08/596494 2/2/1996
Osmose, Inc.	US	Micronized Wood Preservative Formulation In Organic Carriers		13/161772 6/6/2011
Osmose, Inc.	US	Compositions And Methods For Treating Cellulose Based Materials With Micronized Additives		13/074170 3/29/2011
Osmose, Inc.	US	Compositions And Method For Treating Cellulose-Based Materials With Micronized Additives		12/638407 12/15/2009
Osmose, Inc.	US	Layered Wood Composites	8182928 5/22/2012	12/473394 5/28/2009
Osmose, Inc.	US	Method Of Preserving Wood By Injecting Particulate Wood Preservative Slurry	8158208 4/17/2012	12/209653 9/12/2008

Grantor	Country	Title	Patent No. Issue Date	Applic. No./ Filing Date
Osmose, Inc.	US	Micronized Wood Preservative Formulations		12/240995 9/29/2008
Osmose, Inc.	US	Micronized Wood Preservative Formulations		12/213529 6/20/2008
Osmose, Inc.	US	Micronized Wood Preservative Formulations		12/153167 5/4/2008
Osmose, Inc.	US	Micronized Wood Preservative Formulations		12/153166 5/14/2008
Osmose, Inc.	US	Micronized Wood Preservative Formulations		11/526765 9/26/2006
Osmose, Inc.	US	Micronized Wood Preservative Formulations		10/970446 10/21/2004
Osmose, Inc.	US	Micronized Wood Preservative Formulations Comprising Boron Compounds	8168304 5/1/2012	12/691707 1/21/2010
Osmose, Inc.	US	Process Fine Particle Dispersion For Wood Preservation		12/071707 2/25/2008
Osmose, Inc.	US	Wood Preserving Composition For Treatment Of In-Service Poles, Posts, Piling, Cross-Ties And Other Wooded Structures	8221797 7/17/2012	12/068743 2/11/2008
Osmose, Inc.	US	Particulate Wood Preservative And Method For Producing The Same		12/458522 7/15/2009
Osmose, Inc.	US	Layered Wood Composites		13/347846 1/11/2012

SCHEDULE B

TRADEMARKS

Grantor	Mark	Country	Applic. No./ Filing Date	Reg. No./Reg. Date
Osmose, Inc.	Advance Guard	US	77/412773 3/4/2008	3700758 10/27/2009
Osmose, Inc.	America's Wood	US	73/784509 3/6/1989	1634824 2/12/1991
Osmose, Inc.	America's Wood Design 	US	73/784510 3/6/1989	1636161 2/26/1991
Osmose, Inc.	Carbo-Nt	US	76/591355 5/4/2004	3046681 1/17/2006
Osmose, Inc.	Cleanwood	US	76/597025 6/10/2004	3007137 10/18/2005
Osmose, Inc.	Covercap	US	85/029765 5/4/2010	3858592 10/5/2010
Osmose, Inc.	C-Truss	US	76/617730 10/26/2004	3416496 4/29/2008
Osmose, Inc.	Durafume	US	76/620910 11/17/2004	3146063 9/19/2006
Osmose, Inc.	Fastgate	US	76/203766 1/31/2001	2629227 10/1/2002
Osmose, Inc.	Fire-Guard	US	85/519481 1/18/2012	4164768 6/26/2012
Osmose, Inc.	FirePro	US	76/090220 6/30/2000	2534910 1/29/2002
Osmose, Inc.	Hi-Bor	US	74/182093 7/3/1991	1917292 9/5/1995
Osmose, Inc.	Hollow Heart	US	72/097243 5/16/1960	0709197 1/3/1961
Osmose, Inc.	K-33	US	72/380123 1/4/1971	0933747 5/16/1972
Osmose, Inc.	Lifewood	US	73/731746 5/31/1988	1,535297 4/18/1989
Osmose Utilities Services, Inc.	LoadCalc	US	77/219051 6/29/2007	3715766 11/24/2009
Osmose, Inc.	MicroPro	US	78/768653 12/7/2005	3432948 5/20/2008

Grantor	Mark	Country	Applic. No./ Filing Date	Reg. No./Reg. Date
Osmose, Inc.	MicroPro 	US	78/917094 6/26/2006	3486452 8/12/2008
Osmose, Inc.	Microshades	US	78/793206 1/17/2006	3228894 4/10/2007
Osmose, Inc.	Microshades 	US	78/915243 6/23/2006	3473975 7/22/2008
Osmose, Inc.	Mitc-Fume	US	73/806869 6/15/1989	1585282 3/6/1990
Osmose Utilities Services, Inc.	MP400-Ext	US	77/220899 7/2/2007	3640307 6/16/2009
Osmose, Inc.	Naturewood	US	74/411444 7/12/1993	1887913 4/4/1995
Osmose Utilities Services, Inc.	O-Calc	US	77/925806 2/2/2010	3852883 9/28/2010
Osmose, Inc.	Osmo-C2-Truss	US	78/868702 2/20/2007	3211202 2/20/2007
Osmose, Inc.	Osmo-C-Truss	US	76/617732 10/26/2004	3031298 12/20/2005
Osmose, Inc.	Osmose	US	76/281401 7/6/2001	2763317 9/16/2003
Osmose, Inc.	Osmose K-33	US	72/248840 6/23/1966	0828098 5/2/1967
Osmose, Inc.	Osmose Sunwood Design 	US	73/288048 12/1/1980	1239892 5/31/1983
Osmose, Inc.	Osmoweld	US	72/127419 9/7/1961	0745001 2/12/1963
Osmose, Inc.	Pole Topper	US	77/303135 10/12/2007	3633706 6/9/2009
Osmose, Inc.	Pole Wrap	US	85/563268 3/13/2012	
Osmose, Inc.	Raindance	US	78/632352 5/18/2005	3720073 12/1/2009
Osmose, Inc.	Shigometer	US	73/032093 9/16/1974	1015197 7/8/1975
Osmose, Inc.	Smart Sense	US	78/997928 12/8/2005	3218991 3/13/2007

Grantor	Mark	Country	Applic. No./ Filing Date	Reg. No./Reg. Date
Osmose, Inc.	Smart Sense	US	78/737793 10/21/2005	3406865 4/1/2008
Osmose Utilities Services, Inc.	Strengthcalc	US	77/219439 6/29/2007	3715767 11/24/2009
Osmose, Inc.	Sunwood	US	73/287596 11/28/1990	1175696 11/3/1981
Osmose, Inc.	Sustain	US	77/240779 7/27/2007	3635951 6/9/2009
Osmose, Inc.	Timberfume	US	73/056110 6/25/1975	1038656 5/4/1976
Osmose, Inc.	Woodfume	US	73/056111 6/25/1975	1054920 12/28/1976
Osmose, Inc.	XGuard	US	78/740618 10/26/2005	3382996 2/12/2008

SCHEDULE C

COPYRIGHTS

Grantor	Title of Work	Country	Reg. No.	Date
Osmose Wood Preserving, Inc. ¹	Osmose, America's Wood: 40-Year Limited Warranty, Farm & Residential Applications, Ask Dealer For A Copy	US	VA519733	9/11/1989
Osmose Wood Preserving, Inc.	Wood Pole Fire-Guard Application Procedures	US	TXu521045	3/2/1992
Osmose Wood Preserving, Inc.	Environmental [Sic]	US	VAu99218	7/16/1986
Osmose Wood Preserving Company of America, Inc. ²	Knowing More About Pole Decay	US	TX1317488	6/23/1983
Osmose Wood Preserving Company of America, Inc.	Shigometer, The Function And Application	US	TX632934	11/14/1980
Osmose Wood Preserving Company of America, Inc.	Osmose Groundline Inspection And Treatment Service	US	TX612340	1/12/1981
Osmose Wood Preserving Company of America, Inc.	Osmose Deckit Assembly Instructions	US	TX66361	6/16/1978
A-V Department; Osmose Wood Preserving	Gazebos/Director, John D. Elliott	US	PA252479	4/22/1985
A-V Department; Osmose Wood Preserving	Fences/Director, John D. Elliott	US	PA252382	2/21/1985
A-V Department; Osmose Wood Preserving	Decks/Director, John D. Elliott	US	PA252381	4/23/1985

¹ Former name of Osmose, Inc.

² Former name of Osmose, Inc.