

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark and Patent Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tex-Tech Industries, Inc.		11/02/2012	CORPORATION: DELAWARE
Tex-Tech Holdings, Inc.		11/02/2012	CORPORATION: DELAWARE
TTI Thailand Holdings, Inc.		11/02/2012	CORPORATION: DELAWARE
TTI Thailand Holdings II, LLC		11/02/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as agent		
Street Address:	222 South Riverside Plaza, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3739218	CORE MATRIX TECHNOLOGY	
Registration Number:	3694012	BASO-TEX	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417.00.0063		

CH \$65.00 3739218

NAME OF SUBMITTER:	Holly Miller
Signature:	/Holly Miller/
Date:	12/14/2012
Total Attachments: 6 source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page1.tif source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page2.tif source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page3.tif source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page4.tif source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page5.tif source=31417.00.0063 - Grant of Security Interest in Patents and Trademarks#page6.tif	

GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK and PATENT/ RIGHTS (this "*Agreement*"), dated as of November 2, 2012, is made by (i) TEX-TECH INDUSTRIES, INC., a Delaware corporation (the "*Borrower*"), (ii) TEX-TECH HOLDINGS, INC., a Delaware corporation, TTI THAILAND HOLDINGS, INC., a Delaware corporation and TTI THAILAND HOLDINGS II, LLC, a Delaware limited liability company (individually and collectively, "*Holdings*"), (iii) each other Person a signatory hereto as a Grantor (collectively with Borrower and Holdings, the "*Grantors*" and, individually, each a "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of November 2, 2012 among Grantor, the other "*Grantors*" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks and Patents listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks and Patents (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

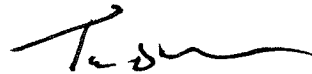
(Signature Page Follows)

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:


TEX-TECH INDUSTRIES, INC., a
Delaware corporation

By: 
Name: Thomas D'Ovidio
Title: _____


TEX-TECH HOLDINGS, INC., a Delaware
corporation

By: 
Name: Thomas D'Ovidio
Title: _____

TTI THAILAND HOLDINGS, INC., a
Delaware corporation

By: 
Name: Thomas D'Ovidio
Title: _____

TTI THAILAND HOLDINGS II, LLC, a
Delaware limited liability company

By: 
Name: Thomas D'Ovidio
Title: _____

(Signature Page to Grant of Security Interest In Trademark and Patent Rights)

AGENT:

FIFTH THIRD BANK, an Ohio banking
corporation, as Agent

By: 

Brian Mann
Vice President

CHICAGO:#2382088

TRADEMARK
REEL: 004919 FRAME: 0578

TRADEMARK
REEL: 004919 FRAME: 0579

SCHEDULE A

(To Grant Security Interest in Trademark and Patent Rights)

Patents and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
Tex-Tech Industries, Inc.	6,383,623	09/369,557	May 7, 2002	August 6, 1999
Tex-Tech Industries, Inc.	6,759,396	08/836,695	July 6, 2004	July 11, 1997
Tex-Tech Industries, Inc.	6,790,795	10/084,225	September 14, 2004	February 28, 2002
Tex-Tech Industries, Inc.	7,632,766	11/744,656	December 15, 2009	May 4, 2007
Tex-Tech Industries, Inc.	6,884,321	10/247,997	April 26, 2005	September 20, 2002
Tex-Tech Industries, Inc.	7,101,818	10/658,550	September 5, 2006	September 10, 2003
Tex-Tech Industries, Inc.	7,631,405	11/451,438	December 15, 2009	June 13, 2006
Tex-Tech Industries, Inc.	6,696,374	09/910,962	February 24, 2004	July 23, 2001
Tex-Tech Industries, Inc.	6,959,855	10/739,169	November 1, 2005	December 19, 2003

Trademarks and Trademark Licenses

Grantor	Trademark Number	Trademark Registration Number	Date of Application	Date of Registration
Tex-Tech Industries, Inc.	77737777	3739218	May 15, 2009	January 19, 2010
Tex-Tech Industries, Inc.	77607869	3694012	November 5, 2008	October 6, 2009

Copyrights

None.