

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
Holliston LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Republic Storage Systems LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
Brite-Line Technologies, LLC		04/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Salus Capital Partners, LLC
Street Address:	197 First Avenue, Suite 250
City:	Needham
State/Country:	MASSACHUSETTS
Postal Code:	02494
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3939458	BRITE-LINE
Registration Number:	3585387	DELTALINE
Registration Number:	3493464	PERFORMANCE 9
Registration Number:	3499737	PERFORMANCE 7
Registration Number:	3658550	SECURE-MATE
Registration Number:	3534648	IMPRESSIONS
Registration Number:	2965343	DATA-MATE
Registration Number:	3017518	STURDITE
Registration Number:	3036642	NOUVELLE
Registration Number:	3163446	LUMINAIRE
Registration Number:	2973616	ABRASITUFF

TRADEMARK

Registration Number:	2113032	PEARL LINEN
Registration Number:	1849349	OPTIMA
Registration Number:	1648846	ENVIRO-MATE
Registration Number:	1648190	GALAXY
Registration Number:	1651928	LINEN-SET
Registration Number:	1495068	ARRESTOX
Registration Number:	1521761	KENNETT
Registration Number:	0984027	ROXITE
Registration Number:	1689828	METAL LUMBER
Registration Number:	0865328	WEDGE-LOCK
Registration Number:	1570646	REPUBLIC

CORRESPONDENCE DATA

Fax Number: 8668265420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 301-638-0511
Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	626526-010 - COS1-38620
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/26/2013

Total Attachments: 7
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.


<p>1. Name of conveying party(ies): Holliston LLC; Republic Storage Systems, LLC; and Brite-Line Technologies, LLC</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company (3)</u> _____ </p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Salus Capital Partners, LLC</u> _____</p> <p>Internal Address: _____</p> <p>Street Address: <u>197 First Avenue, Suite 250</u> _____</p> <p>City: <u>Needham</u> _____</p> <p>State: <u>MA</u> _____</p> <p>Country: <u>USA</u> _____ Zip: <u>02494</u> _____</p> <p> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>Delaware</u> _____ </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>4/24/2013</u> _____</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____	B. Trademark Registration No.(s) 3939458; 3585387; 3493464; 3499737; 3658550; 3534648; 2965343; 3017518; 3036642; 3163446; et al.
	Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: _____</p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>	<p>6. Total number of applications and registrations involved: <input style="width: 50px;" type="text"/></p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed </p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
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9. Signature:  _____ 4/25/2013
 _____ Signature Date

Monica Mahoney, Paralegal
 Name of Person Signing

Total number of pages including cover 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

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 24th day of April, 2013, by and among Holliston LLC, a Delaware limited liability company, Republic Storage Systems, LLC, a Delaware limited liability company, and Brite-Line Technologies, LLC, a Delaware limited liability company, (together the "**Grantors**" and each individually the "**Grantor**"), in favor of Salus Capital Partners, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

WITNESSETH

WHEREAS, Grantors, one or more of their affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of April 24th, 2013 (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Credit Agreement**"), providing for a loan to be made to Grantors by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of April 24th, 2013 between Grantors and Grantee (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "**Security Agreement**"), each Grantor has granted to Grantee, for the benefit of the Lenders, a security interest in certain assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on **Schedule 1** annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or

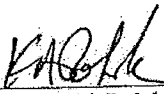
future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Grantors have duly executed this Trademark Security Agreement as of the date first written above.

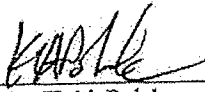
HOLLISTON LLC

By: 
Name: Keith Polak
Title: Vice President

REPUBLIC STORAGE SYSTEMS, LLC

By: 
Name: Keith Polak
Title: Vice President


BRITE-LINE TECHNOLOGIES, LLC

By: 
Name: Keith Polak
Title: Vice President

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

SALUS CAPITAL PARTNERS, LLC

By: 
Name: Kyle C. Shonak
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

Schedule 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
BRITE-LINE	U.S. FEDERAL	77/683326 04-MAR-2009	3939458 05-APR-2011	BRITE-LINE TECHNOLOGIES, LLC
DELTALINE	U.S. FEDERAL	77/313050 25-OCT-2007	3585387 10-MAR-2009	BRITE-LINE TECHNOLOGIES, LLC
PERFORMANCE 9	U.S. FEDERAL	77/1718901 03-MAY-2007	3493464 26-AUG-2008	Holliston LLC
PERFORMANCE 7	U.S. FEDERAL	77/171913 03-MAY-2007	3499737 09-SEP-2008	Holliston LLC
SECURE-MATE	U.S. FEDERAL	77/116318 26-FEB-2007	3658550 21-JUL-2009	Holliston LLC
IMPRESSIONS	U.S. FEDERAL	77/086654 19-JAN-2007	3534648 18-NOV-2008	Holliston LLC
Data-Mate	U.S. FEDERAL	78/429678 03-JUN-2004	2965343 05-JUL-2005	Holliston LLC
STURDITE	U.S. FEDERAL	78/409505 28-APR-2004	3017518 22-NOV-2005	Holliston LLC
NOUVELLE	U.S. FEDERAL	78/364,136 06-FEB-2004	3036642 27-DEC-2005	Holliston LLC

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
LUMINAIRE	U.S. FEDERAL	78/355312 21-JAN-2004	3163446 24-OCT-2006	Holliston LLC
ABRASITUFF	U.S. FEDERAL	78/286429 12-AUG-2003	2973616 19-JUL-2005	Holliston LLC
PEARL LINEN	U.S. FEDERAL	75/121587 14-JUN-1996	2113032 11-NOV-1997	Holliston LLC
OPTIMA	U.S. FEDERAL	74/376265 02-APR-1993	1849349 09-AUG-1994	Holliston LLC
ENVIRO-MATE	U.S. FEDERAL	74/082974 30-JUL-1990	1648846 25-JUN-1991	Holliston LLC
GALAXY	U.S. FEDERAL	74/081796 25-JUL-1990	1648190 18-JUN-1991	Holliston LLC
LINEN-SET	U.S. FEDERAL	74/021126 22-JAN-1990	1651928 23-JUL-1991	Holliston LLC
ARRESTOX	U.S. FEDERAL	73/680920 27-AUG-1987	1495068 05-JUL-1988	Holliston LLC
KENNETT	U.S. FEDERAL	73/680929 27-AUG-1987	1521761 24-JAN-1989	Holliston LLC
ROXITE	U.S. FEDERAL	72/452913 29-MAR-1973	0984027 14-MAY-1974	Holliston LLC
METAL LUMBER	U.S. FEDERAL	74/184858 15-JUL-1991	1689828 02-JUN-1992	REPUBLIC STORAGE SYSTEMS, LLC
WEDGE-LOCK	U.S. FEDERAL	72/296043 19-APR-1968	0865328 25-FEB-1969	REPUBLIC STORAGE SYSTEMS, LLC
REPUBLIC	U.S. FEDERAL	73/703253 28-DEC-1987	1570646 12-DEC-1989	REPUBLIC STORAGE SYSTEMS, LLC