

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
L & H Industrial, Inc.		05/15/2013	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	70 Batterson Park Road		
Internal Address:	CT2-515-BB-03		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032-2580		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3287782		
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202 663-7271		
Email:	thomas.brooke@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Thomas W. Brooke, Holland & Knight LLP		
Address Line 1:	800 17th Street NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	22400/849		
NAME OF SUBMITTER:	Thomas W. Brooke		
Signature:	/Thomas W. Brooke/		

OP \$40.00 3287782

Date:

05/21/2013

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR RECORDATION PURPOSES

This Intellectual Property Security Agreement For Recordation Purposes (this "**Agreement**") is made as of May 15, 2013, by and between BANK OF AMERICA, N.A., a national association (the "**Bank**"), and L & H Industrial, Inc., a Wyoming corporation, (the "**Pledgor**").

RECITALS

WHEREAS, pursuant to the Amended and Restated Loan Agreement (Domestic Revolving Line of Credit) dated May 15, 2013 (the "**Loan Agreement**") by and between the Bank and the Pledgor, the Bank has agreed to make certain loans available to Pledgor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Amended and Security Agreement (Domestic Revolving Line of Credit) dated May 15, 2013 (the "**Security Agreement**"), the Pledgor has granted to the Bank a security interest in the Collateral (as defined in the Loan Agreement) now owned or hereafter acquired by the Pledgor, including, but not limited to U.S. Trademark Registration No. 3,287,782;

WHEREAS, the Bank and the Pledgor have agreed to execute this Agreement to memorialize the Security Agreement for recordation purposes at the U.S. Patent and Trademark Office.

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, the parties hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. Pledgor hereby grants to the Bank, a security interest in all of Pledgor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**"):

(a) all patents and patent applications and trademarks and trademark applications, including but not limited to U.S. Trademark Registration No. 3,287,782;

(b) all renewals, reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by the Pledgor against third parties for past, present or future infringement or dilution of any such Intellectual Property Collateral.

3. SECURITY FOR INDEBTEDNESS. This Agreement and the security interest created hereby secures the payment and performance of all of the Indebtedness, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property 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.

5. COUNTERPARTS. This Agreement may be executed in any number of counterparts, which together constitute but one agreement.

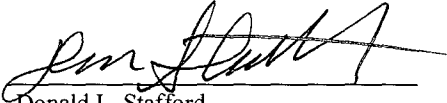
[Signature page follows]

Intellectual Property Security Agreement
(Domestic Line)

TRADEMARK
REEL: 005032 FRAME: 0497

The parties executed this Agreement as of the date first written above.

Bank of America, N.A.

By: 
Donald L. Stafford
Senior Vice President

L & H Industrial, Inc.,
a Wyoming corporation

By: _____
Jim B. Clikeman
Secretary and Treasurer

Address where notices to
the Bank are to be sent:

Bank of America, N.A.
Doc Retention – GCF
Mailcode: CT2-515-BB-03
70 Batterson Park Road
Farmington, CT

Address where notices to
the Pledgor are to be sent:

913 L & J Court
Gillette, Wyoming 82718
Phone: (307) 682-7238
Facsimile: (307) 686-1646

Chief executive office:

913 L & J Court
Gillette, Wyoming 82718

State of organization:

Wyoming

Intellectual Property Security Agreement
(Domestic Line)

#23122135_v2

TRADEMARK
REEL: 005032 FRAME: 0498

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Bank of America, N.A.

L & H Industrial, Inc.,
a Wyoming corporation

By: _____
Donald L. Stafford
Senior Vice President

By: _____
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RECORDED: 05/21/2013

TRADEMARK
REEL: 005032 FRAME: 0499