

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.

1. Name of conveying party(ies)/Execution Date(s):IRACORE INTERNATIONAL HOLDINGS, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Limited Liability Company

Citizenship: DEExecution Date(s) May 22, 2013Additional names of conveying parties attached? Yes No**2. Name and address of receiving party(ies)** Yes

Additional names, addresses, or citizenship attached?

 NoName: WELLS FARGO BANK, NATIONAL ASSOCIATIONInternal
Address:Street Address: 730 2nd Avenue SouthCity: MinneapolisState: MNCountry: USAZip: 55402 National Banking Association Citizenship: USA General Partnership Citizenship: Limited Partnership Citizenship: Corporation Citizenship: Other ___ Citizenship:

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

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

A. Trademark Application No.(s) See Attached Schedule 2

B. Trademark Registration No.(s) See Attached Schedule 2

Additional sheet(s) attached?

 Yes No

No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)**5. Name address of party to whom correspondence concerning document should be mailed:**Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com**6. Total number of applications and registrations involved: 2****7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$105-** Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed**8. Payment Information:**

a. Credit Card

Last 4 Numbers 1868Expiration Date 6/15

b. Deposit Account Number

Authorized User Name:

9. Signature:


Signature

May 22, 2013

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 310879

THIS IS A CONTINUATION OF THE INFORMATION IN ITEM NO. 1.

Names and citizenships of additional conveying parties:

IRACORE INTERNATIONAL, LLC, a Minnesota limited liability company

IRACORE INTERNATIONAL - MINNESOTA, INC., a Minnesota corporation

IRATHANE SYSTEMS, INC., a Minnesota corporation

INDUSTRIAL RUBBER APPLICATORS, INC., a Minnesota corporation

INDUSTRIAL RUBBER PRODUCTS - UTAH, INC., a Utah corporation

SCHEDULE 2
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Irathane Systems, Inc.	US Reg #3108794	IRACORE
Irathane Systems, Inc.	US Reg #3207886	IRACOUPLING
Iracore International, LLC	Common Law	IRATHANE

Applications: NONE

Licenses: NONE

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (this "Trademark Security Agreement"), dated as of May 22, 2013, by Iracore International Holdings, Inc., a Delaware corporation ("Parent"), and each other entity listed on Schedule 1 hereto (collectively, the "Pledgors"), in favor of Wells Fargo Bank, National Association ("Wells Fargo"), in its capacity as collateral agent pursuant to the Loan Agreement (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors, Collateral Agent and the lenders party thereto are party to the Amended and Restated Loan and Security Agreement, dated of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

WHEREAS, (a) Industrial Rubber Applicators, Inc. and Wells Fargo have entered into the Patent and Trademark Security Agreement, dated as of October 31, 2008, (b) Irathane Systems - Minnesota, Inc., formerly known as Irathane Systems, Inc., and Wells Fargo have entered into the Patent and Trademark Security Agreement, dated as of October 31, 2008 and (c) Irathane Systems, Inc., formerly known as Industrial Rubber Products, Inc., and Wells Fargo have entered into the Patent and Trademark Security Agreement, dated as of October 31, 2008 (collectively, the "Existing Agreements"); and

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Loan Agreement, the Pledgors hereby agree that the Existing Agreements shall be (and hereby are) amended and restated as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants (and confirms, reaffirms and restates its prior grant) to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Collateral of such Pledgor (collectively, the "Trademark Collateral"):

(a) the Trademarks of such Pledgor listed on Schedule 2 hereto (provided that no security interest shall be granted in United States intent-to-use trademark or service mark 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 or service mark applications under applicable federal law); and

(b) all Proceeds (as defined in the UCC) and products of any and all of the foregoing.

As used herein, "Trademarks" shall mean, collectively, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), together with any and all (a) rights and privileges arising with respect to the use of any trademarks, (b) goodwill associated therewith or symbolized thereby, (c) reissues, continuations, extensions and renewals thereof, (d) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (e) rights corresponding thereto throughout the world and (f) rights to sue for past, present or future infringements thereof.

SECTION 3. Loan Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Loan Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the lien on and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to be inconsistent with or in conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT

TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

SECTION 7. Amendment and Restatement.

(a) Each Pledgor hereby acknowledges, confirms and agrees that, immediately prior to giving effect to this Trademark Security Agreement, (i) each of the Existing Agreements is in full force and effect as of the date hereof, and (ii) the agreements and obligations of each Pledgor party to the Existing Agreements contained in the Existing Agreements constitute the legal, valid and binding obligations of each such Pledgor against them in accordance with their respective terms and such Pledgor has no valid defense to the enforcement of such obligations.

(b) Except as otherwise stated in this Section 7, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Agreements are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions, agreements, covenants, representations and warranties set forth in this Trademark Security Agreement. Nothing contained herein shall impair or adversely affect the security interests, liens and other interests in the Trademark Collateral heretofore granted, pledged and/or assigned by each Pledgor party to the Existing Agreements pursuant to the Existing Agreements or otherwise. The amendment and restatement contained herein shall not, in and of itself, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Indebtedness and other obligations and liabilities of such Pledgor evidenced by or arising under the Existing Agreements (except to the extent any such Indebtedness, obligations or liabilities are actually paid or performed on the date hereof), and the liens securing such Indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IRACORE INTERNATIONAL HOLDINGS, INC.

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

IRACORE INTERNATIONAL, LLC

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

IRACORE INTERNATIONAL - MINNESOTA, INC.

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

IRATHANE SYSTEMS, INC.

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

INDUSTRIAL RUBBER APPLICATORS, INC.

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

INDUSTRIAL RUBBER PRODUCTS - UTAH, INC.

By: *James Skalski*
Name: James Skalski
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: J. Blanchette
Name: Jennifer Blanchette
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE 1
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
PLEDGORS**

Iracore International, LLC, a Minnesota limited liability company
Iracore International-Minnesota, Inc., a Minnesota corporation
Irathane Systems, Inc., a Minnesota corporation
Industrial Rubber Applicators, Inc., a Minnesota corporation
Industrial Rubber Products-Utah, Inc., a Utah corporation