

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Nordco Inc.		08/19/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 5</b>		
Property Type	Number	Word Mark
Registration Number:	4124257	DAPCO
Registration Number:	3828685	NORDCO SERVICE FROM THE GROUND UP
Registration Number:	3584473	NORDCO SERVICE FROM THE GROUND UP
Registration Number:	3071877	NORDCO
Registration Number:	2115591	NORDCO

<b>CORRESPONDENCE DATA</b>	
Fax Number:	3125774565
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312-577-8265
Email:	kristin.brozovic@kattenlaw.com
Correspondent Name:	Kristin Brozovic c/o Katten
Address Line 1:	525 W Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-27
-------------------------	-----------

CH \$140.00 4124257

NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/21/2013
<b>Total Attachments: 5</b> source=Nordco - Trademark Security Agreement (Nordco Inc.) - executed (2)#page1.tif source=Nordco - Trademark Security Agreement (Nordco Inc.) - executed (2)#page2.tif source=Nordco - Trademark Security Agreement (Nordco Inc.) - executed (2)#page3.tif source=Nordco - Trademark Security Agreement (Nordco Inc.) - executed (2)#page4.tif source=Nordco - Trademark Security Agreement (Nordco Inc.) - executed (2)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 19, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Nordco Inc. (the "Borrower"), Nordco Holding Company ("Nordco Holdings"), the other Credit Parties, the Lenders from time to time party thereto, GE Capital as Revolver Agent for itself, the L/C Issuers and the Revolving Lenders and as the Administrative Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

NORDCO INC.  
as Grantor

By:

  
Name: Michael Weiss

Title: Assistant Secretary

ACKNOWLEDGED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: *Amy L. Krebs*  
Name: Amy L. Krebs  
Title: Duly Authorized Signatory

Trademark Security Agreement (Nordco)

TRADEMARK  
REEL: 005095 FRAME: 0216

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
DAPCO	85258191	3/4/11	4124257	4/10/12
NORDCO SERVICE FROM THE GROUND UP	77263533	8/24/07	3828685	8/3/10
NORDCO SERVICE FROM THE GROUND UP	77976464	8/24/07	3584473	3/3/09
N NORDCO	78356800	1/23/04	3071877	3/21/06
NORDCO	75138463	7/23/96	2115591	11/25/97

2. TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Status</b>
NORDCO	85507796	1/3/12	Published (Pending) Intent to Use
DAPCO NDT A NORDCO COMPANY	85258128	3/4/11	Published (Pending) Intent to Use