

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allied Reliability Group, Inc.		09/03/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	One US Bank Plaza, 12th Floor
Internal Address:	Mail Code SL-MO-T12M; ATTN: Leveraged Finance Group
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63101
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85733848	IRELIABILITY
Serial Number:	85733819	ALLIED RELIABILITY GROUP
Serial Number:	85733824	ALLIED RELIABILITY GROUP
Serial Number:	85528477	IRELIABILITY

CORRESPONDENCE DATA

Fax Number: 3146673633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 314-552-6000
 Email: ipdocket@thompsoncoburn.com
 Correspondent Name: Jennifer A. Visintine
 Address Line 1: One US Bank Plaza
 Address Line 2: Thompson Coburn LLP
 Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-112427 (ARG, INC.)	TRADEMARK
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CH \$115.00 85733848

NAME OF SUBMITTER:	Jennifer A. Visintine
Signature:	/JAV/
Date:	09/19/2013
Total Attachments: 13 source=Allied Reliability Group, Inc#page1.tif source=Allied Reliability Group, Inc#page2.tif source=Allied Reliability Group, Inc#page3.tif source=Allied Reliability Group, Inc#page4.tif source=Allied Reliability Group, Inc#page5.tif source=Allied Reliability Group, Inc#page6.tif source=Allied Reliability Group, Inc#page7.tif source=Allied Reliability Group, Inc#page8.tif source=Allied Reliability Group, Inc#page9.tif source=Allied Reliability Group, Inc#page10.tif source=Allied Reliability Group, Inc#page11.tif source=Allied Reliability Group, Inc#page12.tif source=Allied Reliability Group, Inc#page13.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 3rd day of September, 2013, by ALLIED RELIABILITY GROUP, INC., a Delaware corporation (the "Debtor"), in favor of U.S. BANK NATIONAL ASSOCIATION (the "Administrative Agent") for the benefit of the Senior Secured Creditors.

WITNESSETH:

WHEREAS, ARG Acquisition Company, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and U.S. Bank National Association, as the L/C Issuer and the Administrative Agent, are herewith entering into that certain Loan Agreement dated as of the date hereof (as the same may from time to time be amended, modified, extended, renewed or restated, the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement); and

WHEREAS, Debtor (together with certain other Obligors) is herewith executing and delivering to the Administrative Agent for the benefit of the Senior Secured Creditors a Guaranty dated as of the date hereof in favor of the Administrative Agent for the benefit of the Senior Secured Creditors with respect to the obligations of Borrower to the Senior Secured Creditors (as the same may from time to time be amended, modified, extended, renewed or restated, the "Guaranty"); and

WHEREAS, as a condition precedent to the Bank Group Parties entering into the Loan Agreement and accepting the Guaranty, the Bank Group Parties have required that the Debtor execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors;

WHEREAS, in order to induce the Bank Group Parties to enter into the Loan Agreement and accept the Guaranty, the Debtor has agreed to execute and deliver this Agreement to the Administrative Agent for the benefit of the Senior Secured Creditors; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement dated as of the date hereof and executed by the Debtor in favor of the Administrative Agent for the benefit of the Senior Secured Creditors, as the same may from time to time be amended, modified, extended, renewed or restated (the "Security Agreement"), pursuant to which the Debtor has granted to the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on, among other things, all accounts, inventory, general intangibles, goods, machinery, equipment, books, records, goodwill, patents, patent applications, trademarks and trademark applications now owned or hereafter acquired by the Debtor and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Administrative Agent as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Administrative Agent for the benefit of the Senior Secured Creditors a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of (a) any and all of the present and future Borrower's Obligations, (b) any and all present and future indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Senior Secured Creditors evidenced by or arising under or in respect of the Loan Agreement, this Agreement and/or any other Loan Document, (c) any and all other indebtedness (principal, interest, fees, collection costs and expenses and other amounts), liabilities and obligations (including, without limitation, guaranty obligations, letter of credit reimbursement obligations and indemnity obligations) of the Debtor to the Senior Secured Creditors of every kind and character, now existing or hereafter arising, absolute or contingent, joint or several or joint and several, otherwise secured or unsecured, due or not due, direct or indirect, expressed or implied in law, contractual or tortious, liquidated or unliquidated, at law or in equity, or otherwise, and whether heretofore, now or hereafter incurred or given by the Debtor as principal, surety, endorser, guarantor or otherwise, and whether created directly or acquired by the Administrative Agent for the benefit of the Senior Secured Creditors by assignment or otherwise and (d) any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by any Senior Secured Creditor upon the occurrence of

any Event of Default under this Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing any Senior Secured Creditor in connection with any bankruptcy or insolvency proceedings (hereinafter collectively referred to as the "Secured Obligations").

Notwithstanding the foregoing paragraph: (a) the security interest created by this Agreement shall not extend to, and the term "Collateral" shall not include, any Excluded Property, and (b) the Secured Obligations of Debtor shall not include any Excluded Swap Obligation at any time Debtor is not a Qualified Eligible Contract Participant. Debtor shall be a "Qualified Eligible Contract Participant" if the Debtor: (i) has total assets exceeding \$10,000,000.00 at the time the applicable Swap Contract is entered into and is to become secured hereunder or (ii) thereafter otherwise becomes an "eligible contract participant" as defined in the Commodity Exchange Act (7 U.S.C. §1 et. seq., as amended from time to time) and the regulations promulgated from time to time thereunder.

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Administrative Agent, and covenants and agrees with the Administrative Agent, that:

(a) all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Debtor's knowledge, each of the Patents and Trademarks is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons (other than Liens in favor of the Administrative Agent for the benefit of the Senior Secured Creditors);

(e) the Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents or Trademarks during the term of this Agreement; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Inspection Rights; Product Quality. The Debtor will permit inspection of the Debtor's facilities which manufacture, inspect or store products sold under any of the Patents and/or Trademarks and inspection of the products and records relating thereto by any Senior Secured Creditor during normal business hours and at other reasonable times. The Debtor will reimburse each Senior Secured Creditor upon demand for all costs and expenses incurred by such Senior Secured Creditor in connection with any such inspection conducted by such Senior Secured Creditor while any Default or Event of Default under the Loan Agreement has occurred and is continuing. A representative of the Debtor may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. The Debtor agrees (a) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices and (b) to provide the Administrative Agent, upon the Administrative Agent's reasonable request from time to time, with a certificate of an officer of the Debtor certifying the Debtor's compliance with the forgoing.

4. Further Assurances. The Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of the Senior Secured Creditors to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Borrower or the Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by the Senior Secured Creditors for the account of and/or upon the application of the Borrower or the Debtor shall remain outstanding, (d) no Swap Contracts between the Borrower or the Debtor and any Senior Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, it will not, without the prior written consent of the Administrative Agent, enter into any agreement (for example, a license or sublicense agreement) which would cause a breach of or violate the Debtor's obligations under this Agreement or the Security Agreement and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Administrative Agent any and all further instruments and documents and take any and all further action that the Administrative Agent may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable the Administrative Agent to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If The Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Administrative Agent, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Administrative Agent prompt written notice thereof.

6. Modification by the Administrative Agent. The Debtor authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, C and/or D to include any future patents and patent applications and/or any future trademarks, service marks, trademark or service mark registrations, trade names and/or trademark or service applications,

covered by Paragraphs 1 and 5 hereof, without the signature of the Debtor if permitted by applicable law.

7. Use of Patents and Trademarks. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

8. Default. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived by the Debtor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with the goodwill of the Debtor associated therewith), or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and/or Trademarks all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in the order and manner as the Administrative Agent may elect. Notice of any sale or other disposition of any of the Patents and/or Trademarks shall be given to the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any Senior Secured Creditor or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents and/or Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released by the Debtor to the maximum extent permitted by applicable law. The Debtor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by any Senior Secured Creditor of the Patents and Trademarks shall be without any liability for royalties or other related charges from any Senior Secured Creditor to the Debtor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Agreement. All of the Administrative Agent's rights and remedies with respect to the Patents and Trademarks, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, (b) there shall be no remaining commitment or obligation of any Senior Secured Creditor to advance funds, make loans or extend credit to, and/or issue letters of credit for the account of, the Borrower or Debtor under the Loan Agreement, any other Loan Document or otherwise, (c) no letters of credit issued by any Senior Secured Creditor for the account of and/or upon the application of the Borrower or the Debtor shall remain outstanding, (d) no Swap Contracts between the Borrower or the Debtor

and any Senior Secured Creditor shall remain in effect and (e) the Loan Agreement shall have expired or been terminated in accordance with its terms, the Administrative Agent shall, upon the written request of the Debtor terminate this Agreement execute and deliver to the Debtor all instruments as may be necessary or proper to extinguish the security interest of the Administrative Agent for the benefit of the Senior Secured Creditors in the Collateral, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable out-of-pocket attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by Administrative Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of (a) the Adjusted LIBOR Rate (fluctuating as and when the Adjusted LIBOR Rate changes) and (b) the highest rate of interest allowed by applicable law, from the date incurred until reimbursed by the Debtor.

11. Preservation of Patents and Trademarks. The Debtor shall have the duty to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) make application on unpatented but patentable inventions and on trademarks and service marks and (c) preserve and maintain all rights in the Patents and Trademarks, in each case, to the extent the failure thereof would have a Material Adverse Effect. Any expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by the Debtor.

12. The Administrative Agent Appointed Attorney-In-Fact. If any Event of Default under the Loan Agreement shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between the Debtor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then

such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Debtor and the Administrative Agent, except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of each Senior Secured Creditor shall be null and void.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

[Signature page follows]

IN WITNESS WHEREOF, the Debtor and the Administrative Agent for the benefit of the Senior Secured Creditors have executed this Patent and Trademark Security Agreement as of the date first set forth above.

ALLIED RELIABILITY GROUP, INC. (the "Debtor")

By 
Name: John L. Langhorne
Title: President and Treasurer

U.S. BANK NATIONAL ASSOCIATION (the "Administrative Agent")

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Debtor and the Administrative Agent for the benefit of the Senior Secured Creditors have executed this Patent and Trademark Security Agreement as of the date first set forth above.

ALLIED RELIABILITY GROUP, INC. (the "Debtor")

By _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION (the "Administrative Agent")

By Juli K. Van Hook
Name: JULI K. VAN HOOK
Title: Senior Vice President

SCHEDULE A

United States Patents

None.

SCHEDULE B

United States Patent Applications

None.



SCHEDULE C

United States Trademarks

Trademark	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
IRELIABILITY	Allied Reliability Group, Inc. (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405	85733848	20-Sep-12	4377918	30-Jul-13

SCHEDULE D

United States Trademark Applications

Trademark	Current Owner	Appl. No.	Appl. Date
ALLIED RELIABILITY GROUP	Allied Reliability Group, Inc. (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405	85733819	20-Sep-12
ALLIED RELIABILITY GROUP & Design 	Allied Reliability Group, Inc. (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405	85733824	20-Sep-12
IRELIABILITY & Design 	Allied Reliability Group, Inc. dba iReliability (Delaware corporation) 4200 Faber Place Dr. Charleston, SC 29405	85528477	30-Jan-12