

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strata Products Worldwide, LLC		08/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
Strata Proximity Systems, LLC		08/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	201 High Street
Internal Address:	WE0104
City:	Morgantown
State/Country:	WEST VIRGINIA
Postal Code:	26505
Entity Type:	a national banking association as administrative agent: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3486540	HAZARDAVERT
Registration Number:	3866212	LINK-N-LOCK
Registration Number:	3778374	STRATASORB
Registration Number:	3494385	FRESH AIR BAY
Registration Number:	4307092	STRATA WORLDWIDE
Registration Number:	4223589	PROPSETTER
Serial Number:	76715277	STRATACONNECT
Serial Number:	76715276	HAZARDLINK
Serial Number:	76715274	COMMTRAC
Serial Number:	86325072	RIG GUARD
Serial Number:	86325074	HAZARDALARM
Serial Number:	86325067	ACTIVEAIR
Serial Number:	86325065	STRATA KEG

CORRESPONDENCE DATA

Fax Number: 6142272100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 614-227-2080
Email: ipdocket@porterwright.com
Correspondent Name: Belinda Reynolds
Address Line 1: 41 S. High Street
Address Line 2: Suite 3100
Address Line 4: Columbus, OHIO 43215

ATTORNEY DOCKET NUMBER:	0266900-198512
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NAME OF SUBMITTER:	Richard M. Mescher
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SIGNATURE:	/richard m. mescher/
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DATE SIGNED:	08/11/2014
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Total Attachments: 11

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SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of August 8, 2014, by STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company, STRATA PROXIMITY SYSTEMS, LLC, a Delaware limited liability company (together, the “Borrowers” and separately, a “Borrower”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”) in favor of THE HUNTINGTON NATIONAL BANK (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Administrative Agent, and the loan parties and institutions from time to time party to the Credit Agreement, certain Secured Parties have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Administrative Agent (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers 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 and Trademark Licenses to which it is a party, including, without limitation, (x) the Trademarks registered in the United States referred to on Schedule I hereto and (y) the portion of the Trademark Licenses (for which a Grantor is a licensee) that are Material Intellectual Property referred to on Schedule I hereto;

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

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

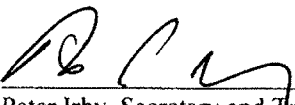
IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STRATA PRODUCTS WORLDWIDE, LLC,
a Delaware limited liability company

By: 
Peter Irby, Treasurer, Secretary and
Chief Financial Officer

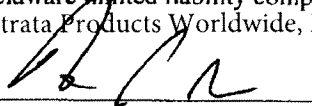
STRATA PROXIMITY SYSTEMS, LLC,
a Delaware limited liability company

By: 
Peter Irby, Secretary and Treasurer

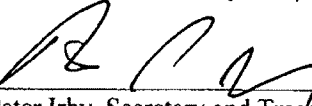
STRATA WORLDWIDE HOLDINGS, INC.,
a Delaware corporation

By: _____
Jason Reed, Treasurer and Secretary

STRATA FOAM PRODUCTS LLC,
a Delaware limited liability company
By: Strata Products Worldwide, LLC, its sole Member

By: 
Peter Irby, Treasurer, Secretary and
Chief Financial Officer

STRATA MINE SERVICES, LLC,
a Delaware limited liability company

By: 
Peter Irby, Secretary and Treasurer

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

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

Very truly yours,

STRATA PRODUCTS WORLDWIDE, LLC,
a Delaware limited liability company

By: _____
Peter Irby, Treasurer, Secretary and
Chief Financial Officer

STRATA PROXIMITY SYSTEMS, LLC,
a Delaware limited liability company

By: _____
Peter Irby, Secretary and Treasurer

STRATA WORLDWIDE HOLDINGS, INC.,
a Delaware corporation

By: Jason Reed
Jason Reed, Treasurer and Secretary


STRATA FOAM PRODUCTS LLC,
a Delaware limited liability company

By: _____
Peter Irby, Treasurer, Secretary and
Chief Financial Officer


STRATA MINE SERVICES, LLC,
a Delaware limited liability company

By: _____
Peter Irby, Secretary and Treasurer

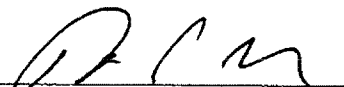
STRATA PRODUCTS CHINA, LLC,
a Delaware limited liability company

By: 
Peter Irby, Secretary and Treasurer

STRATA PRODUCTS (USA), LLC,
a Delaware limited liability company

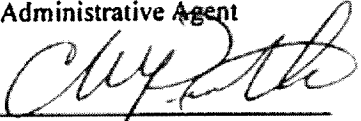
By: 
Peter Irby, Secretary and Treasurer

STRATA SAFETY PRODUCTS, LLC,
a Georgia limited liability company

By: 
Peter Irby, Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

THE HUNTINGTON NATIONAL BANK,
as the Administrative Agent

By: 
Chad Prather, Senior Vice President

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

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REEL: 005341 FRAME: 0253

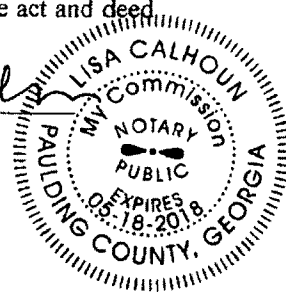
11/15/2011 10:00:00 AM

ACKNOWLEDGEMENT OF GRANTORS

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

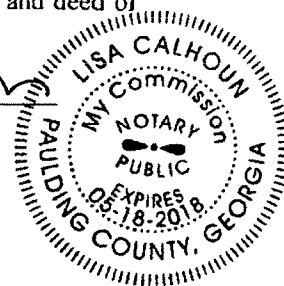
Lisa Calhoun
Notary Public



STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PROXIMITY SYSTEMS, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Lisa Calhoun
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of August, 2014, before me personally appeared Jason Reed, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA WORLDWIDE HOLDINGS, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

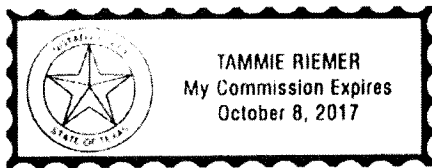
STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PROXIMITY SYSTEMS, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 8 day of August, 2014, before me personally appeared Jason Reed, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA WORLDWIDE HOLDINGS, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

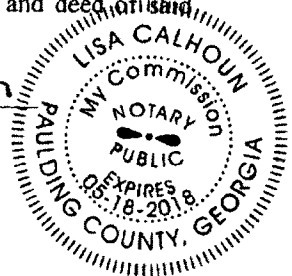


Tammie Riemer
Notary Public

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA FOAM PRODUCTS LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

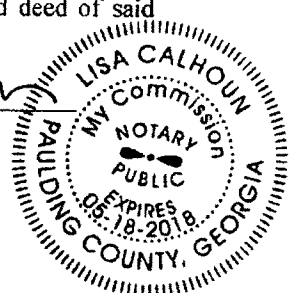
Lisa Calhoun
Notary Public



STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA MINE SERVICES, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Lisa Calhoun
Notary Public



STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PRODUCTS CHINA, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Lisa Calhoun
Notary Public




[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM TRADEMARK SECURITY AGREEMENT]

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA PRODUCTS (USA), LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.


Lisa Calhoun
Notary Public



STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of August, 2014, before me personally appeared Peter Irby, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of STRATA SAFETY PRODUCTS, LLC, a Georgia limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Lisa Calhoun
Notary Public



[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
HAZARDAVERT	3486540	8/12/08
LINK-N-LOCK	3866212	10/26/10
STRATASORB	3778374	4/20/10
FRESH AIR BAY	3494385	9/2/08
STRATA WORLDWIDE	4307092	3/26/13
PROPSETTER	4223589	10/16/12

B. U.S. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>
STRATACONNECT	76715277
HAZARDLINK	76715276
COMMTRAC	76715274
RIG GUARD	86325072
HAZARDALARM	86325074
ACTIVEAIR	86325067
STRATA KEG	86325065

C. TRADEMARK LICENSES

1. Manufacturing Agreement, dated July 25, 2003, between Pomeranian Timber SA and Strata Products (USA) Ltd., whereby Strata Products (USA) is licensor of the Link-n-lock trademark, Registration Number 3866212.

COLUMBUS/1731975v.1