

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317741

| | | | |
|---|---|-----------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Strata Safety Products, LLC | | 08/08/2014 | LIMITED LIABILITY COMPANY: GEORGIA |
| 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: 9 | | | |
| Property Type | Number | Word Mark | |
| 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 | |
| Registration Number: | 3494385 | FRESH AIR BAY | |
| Registration Number: | 3778374 | STRATASORB | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6142272100 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 614-227-2026 | | |
| Email: | ipdocket@porterwright.com | | |
| Correspondent Name: | Robert J. Morgan | | |
| Address Line 1: | 41 S. High Street | | |
| Address Line 2: | Suite 3100 | | |
| Address Line 4: | Columbus, OHIO 43215 | | |
| | | TRADEMARK | |

CH \$240.00 76715277

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 0266900-194190 |
| NAME OF SUBMITTER: | Robert J. Morgan |
| SIGNATURE: | /Robert J. Morgan/ |
| DATE SIGNED: | 09/23/2014 |

Total Attachments: 14

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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]

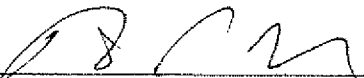
IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

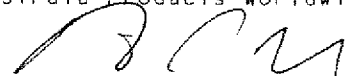
By: 
Peter Irby, Secretary and Treasurer

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

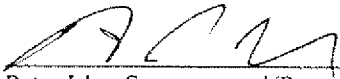
STRATA MINE SERVICES, LLC,
a Delaware limited liability company

By: _____
Peter Irby, Secretary and Treasurer


[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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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

[SIGNATURE PAGE TO SHORT FORM TRADEMARK SECURITY AGREEMENT]

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]

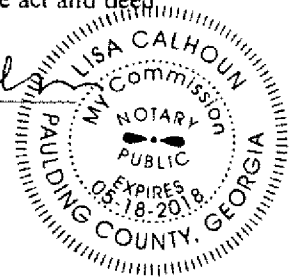
TRADEMARK
REEL: 005367 FRAME: 0390

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.

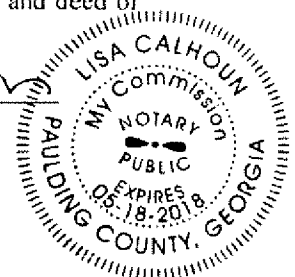
Lisa Calhoun
Notary Public



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

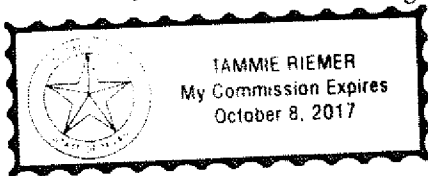
STATE OF _____)
) ss.
COUNTY OF _____)

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.



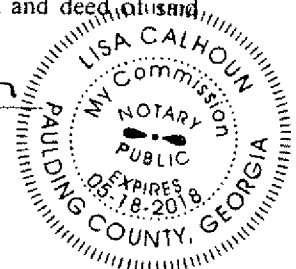
Iammie Riemer
Notary Public

[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 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.

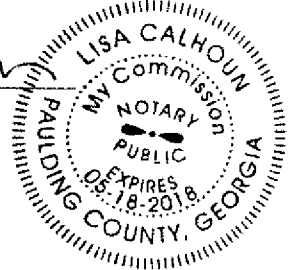
Lisa Calhoun
Notary Public



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.

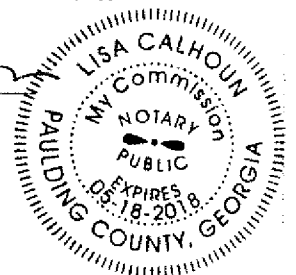
Lisa Calhoun
Notary Public



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

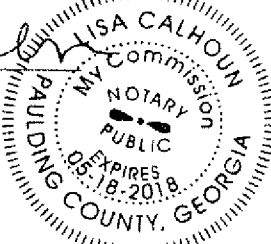


[ACKNOWLEDGEMENT OF GRANTORS FOR SHORT FORM TRADEMARK SECURITY AGREEMENT]

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.

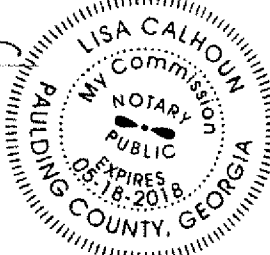
Lisa Calhoun
Notary Public



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

Supplemental Schedule

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration Number</u> | <u>Date of Registration</u> |
|--------------------------------|------------------|----------------------------|-----------------------------|
| Strata Proximity Systems, LLC | HAZARDAVERT | 3486540 | 8/12/08 |
| Strata Products Worldwide, LLC | LINK-N-LOCK | 3866212 | 10/26/10 |
| Strata Safety Products, LLC | STRATASORB | 3778374 | 4/20/10 |
| Strata Safety Products, LLC | FRESH AIR BAY | 3494385 | 9/2/08 |
| Strata Products Worldwide, LLC | STRATA WORLDWIDE | 4307092 | 3/26/13 |
| Strata Products Worldwide, LLC | PROPSETTER | 4223589 | 10/16/12 |

B. U.S. TRADEMARK APPLICATIONS

| <u>Grantor</u> | <u>Trademark</u> | <u>Application Number</u> |
|-----------------------------|------------------|---------------------------|
| Strata Safety Products, LLC | STRATACONNECT | 76715277 |
| Strata Safety Products, LLC | HAZARDLINK | 76715276 |
| Strata Safety Products, LLC | COMMTRAC | 76715274 |
| Strata Safety Products, LLC | RIG GUARD | 86325072 |
| Strata Safety Products, LLC | HAZARDALARM | 86325074 |
| Strata Safety Products, LLC | ACTIVEAIR | 86325067 |
| Strata Safety Products, LLC | 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.