

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lewis-Goetz and Company, Inc.		06/06/2007	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	299 Park Avenue
<b>Internal Address:</b>	6th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	0145864	LONG LIFE
Registration Number:	0949345	GOODALL
Registration Number:	1051840	ROCK-MASTER
Registration Number:	1384272	IRPCO
Registration Number:	2015958	THE TOTAL QUALITY DISTRIBUTOR
Registration Number:	2015959	TOTAL QUALITY DISTRIBUTION
Registration Number:	2015960	TOTAL QUALITY DISTRIBUTOR
Registration Number:	2580534	SHARK
Registration Number:	2604838	MONGOOSE
Registration Number:	2815175	RELENTLESS TO THE END!
Registration Number:	3053607	
Serial Number:	77000782	GOODALL
Serial Number:	77166157	LONG LIFE

OP \$540.00 0145864

Serial Number:	77166264	CENTURY
Serial Number:	77166301	DEFENDER
Serial Number:	77166315	ELEPHANT HIDE
Serial Number:	77166330	KEMFLEX
Serial Number:	77166362	SUPER HARDROK II
Serial Number:	77166406	HARDROK
Serial Number:	77166440	INFERNO
Serial Number:	77166476	DANTE

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2647  
Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 South Wacker Drive, Suite 5800  
Address Line 2: Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60608

ATTORNEY DOCKET NUMBER:	025646-0407
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	06/08/2007

**Total Attachments: 7**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2007, 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 "US Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 6, 2007, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, US Holdings, Canadian Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as US Agent, and GE Canada, as Canadian Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers 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 US Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; 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, the L/C Issuer and the US Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the US 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 Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the US Agent for the benefit of the Secured Parties, and grants to the US 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"):

all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

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

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 pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the US 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, but subject to the terms of the Guaranty and Security Agreement, 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 and IP Licenses 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.

Very truly yours,

LEWIS-GOETZ AND COMPANY, INC.,  
as Grantor

By: \_\_\_\_\_


Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

By:

  
Name: **Gina Provenzale**  
Title: **Vice President  
Duly Authorized Signatory**

[Signature Page to the Trademark Security Agreement]

**TRADEMARK  
REEL: 003557 FRAME: 0633**

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

Very truly yours,

LEWIS-GOETZ AND COMPANY, INC,  
as Grantor

By: George R. T. J.

Name:  
Title:

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ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as US Agent

By: \_\_\_\_\_

Name:  
Title:

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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Grantor	Trademark	Jurisdiction	Status	App./Reg. No.
Lewis-Goetz and Company, Inc.	LONG LIFE	US	Registered	145864
Lewis-Goetz and Company, Inc.	GOODALL (Stylized)	US	Registered	949345
Lewis-Goetz and Company, Inc.	Rock-Master	US	Registered	1051840
Lewis-Goetz and Company, Inc.	IRPCO	US	Registered	1384272
Lewis-Goetz and Company, Inc.	THE TOTAL QUALITY DISTRIBUTOR	US	Registered	2015958
Lewis-Goetz and Company, Inc.	TOTAL QUALITY DISTRIBUTION	US	Registered	2015959
Lewis-Goetz and Company, Inc.	TOTAL QUALITY DISTRIBUTOR	US	Registered	2015960
Lewis-Goetz and Company, Inc.	SHARK	US	Registered	2580534
Lewis-Goetz and Company, Inc.	MONGOOSE	US	Registered	2604838
Lewis-Goetz and Company, Inc.	RELENTLESS TO THE END!	US	Registered	2815175
Lewis-Goetz and Company, Inc.	MONGOOSE (MISCELLANEOUS DESIGN)	US	Registered	3053607
Lewis-Goetz and Company, Inc.	GOODALL	US	Application Pending	77/000782
Lewis-Goetz and Company, Inc.	LONG LIFE	US	Application Pending	77/166157
Lewis-Goetz and Company, Inc.	CENTURY	US	Application Pending	77/166264
Lewis-Goetz and Company, Inc.	DEFENDER	US	Application Pending	77/166301
Lewis-Goetz and Company, Inc.	ELEPHANT HIDE	US	Application Pending	77/166315
Lewis-Goetz and Company, Inc.	KEMFLEX	US	Application Pending	77/166330

Grantor	Trademark	Jurisdiction	Status	App./Reg. No.
Lewis-Goetz and Company, Inc.	SUPER HARDROK II	US	Application Pending	77/166362
Lewis-Goetz and Company, Inc.	HARDROK	US	Application Pending	77/166406
Lewis-Goetz and Company, Inc.	INFERNO	US	Application Pending	77/166440
Lewis-Goetz and Company, Inc.	DANTE	US	Application Pending	77/166476
Lewis-Goetz and Company, Inc.	HARDROK	CA	Assignment filed February 13, 2007	TMA123329
Lewis-Goetz and Company, Inc.	SIDE WINDER	CA	Assignment filed February 13, 2007	TMA211120
Lewis-Goetz and Company, Inc.	GOODALL Design	CA	Assignment filed February 13, 2007	TMA215179
Lewis-Goetz and Company, Inc.	HELICAL STRIP (MISCELLANEOUS DESIGN)	CA	Registered	TMA245066
Goodall Rubber Company of Canada, Ltd.***	SRI & DESIGN	CA	Registered	TMA502224
Lewis-Goetz and Company, Inc.	TRELLMAT	CA	Assignment filed February 13, 2007	TMA533675
Lewis-Goetz and Company, Inc.	TRELLSHEET	CA	Assignment filed February 13, 2007	TMA533676
Lewis-Goetz and Company, Inc.	GOODALL	CA	Application Pending	1317488
Lewis-Goetz and Company, Inc.	DEFENDER	CA	Application Pending	1346187
Lewis-Goetz and Company, Inc.	CENTURY	CA	Application Pending	1346188
Lewis-Goetz and Company, Inc.	HARDROK	CA	Application Pending	1346189
Lewis-Goetz and Company, Inc.	DANTE	CA	Application Pending	1346190
Lewis-Goetz and Company, Inc.	INFERNO	CA	Application Pending	1346193
Lewis-Goetz and Company, Inc.	SUPER HARDROK II	CA	Application Pending	1346194
Lewis-Goetz and Company, Inc.	KEMFLEX	CA	Application Pending	1346195



Grantor	Trademark	Jurisdiction	Status	App./Reg. No.
Lewis-Goetz and Company, Inc.	ELEPHANT HIDE	CA	Application Pending	1346196
Lewis-Goetz and Company, Inc.	LONG LIFE	CA	Application Pending	1346199