

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Kranos Acquisition Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Delaware corporation

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Capital Finance, LLC
 Internal Address: _____
 Street Address: 2450 Colorado Ave, Suite 3000 West
 City: Santa Monica
 State: CA
 Country: USA Zip: 90404

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Delaware LLC Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :
 Execution Date(s) December 29, 2010

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,697,148 (See Schedule I)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CT Lien Solutions
 Internal Address: Attn: Susan O'Brien
 Street Address: 187 Wolf Road, Suite 101
 City: Albany
 State: New York Zip: 12205
 Phone Number: (800) 342-3676 ext. 4065
 Fax Number: (800) 962-7049
 Email Address: susan.obrien@wolterskluwer.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 940.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____




b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: _____ January 4, 2011
Signature Date
Susan Parker, Esq. Total number of pages including cover sheet, attachments, and document: 15
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

1a. Additional Names of Conveying Parties

NAME	JURISDICTION / TYPE OF ENTITY
KRANOS CORPORATION	Delaware corporation
KRANOS IP CORPORATION	Delaware corporation
KRANOS RE CORPORATION	Delaware corporation

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BHGL Mark#	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-84	AIR (STYLIZED) 	Canada	Renewed	584882	6/27/1991	TMA430123	7/8/1994	(1)	FOOTBALL HELMETS, (USED IN CANADA SINCE 8/21/87); SPORT HELMETS, MAINLY BASEBALL AND FOOTBALL HELMETS, (USED IN THE UNITED STATES).	Trademark Renewal (7/8/2024)
2817-363	"S" DESIGN IN A CIRCLE 	China P.R.	Registered	5322474	4/28/2006	5322474	8/28/2009	(028)	SPORTS PROTECTIVE PADS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; GUARDS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; BODY PROTECTORS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; HARNESS (SPORT ARTICLES); THRUST PROTECTORS; SPORT NETS; BASEBALL AND SOFTBALL BASES; FACE MASKS FOR FOOTBALL; BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALL; BASKETBALL BACKBOARDS; BALL BAGS; BASKETBALL RACKS; BALL INFLATORS; HOCKEY, LACROSSE, BASEBALL AND SOFTBALL TRAINING AIDS; BATTING TEES; PITCHING MACHINES; BALL NETS; BATTING FORM AND STANCE GUIDES; WARM-UP BATS; BASEBALL FIELD EQUIPMENT; BASES; PLATES; PITCH'S TOE PLATES; PITCHING RUBBERS; BATTING TEES; DRY LINE MARKERS; BASE ANCHORS; BASEBALL AND SOFTBALL PLAYING EQUIPMENT; BATS; BATTING GLOVES; HOCKEY PLAYING	Trademark Renewal (8/27/2019)
2817-364	"S" DESIGN IN A CIRCLE 	China P.R.	Registered	5322475	4/28/2006	5322475	5/14/2009	(09)	SPORTS HELMETS.	Trademark Renewal (5/13/2019)
2817-348	ADVANTAGE	China P.R.	Registered	5150192	2/7/2006	5150192	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS.	Trademark Renewal (7/6/2019)
2817-349	COMFORT LITE	China P.R.	Registered	5150307	2/7/2006	5150307	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); CHEST PROTECTORS, LEG GUARDS, AND SHIN GUARDS	Trademark Renewal (7/6/2019)
2817-352	JR BLOCKER	China P.R.	Registered	5150191	2/7/2006	5150191	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS	Trademark Renewal (7/6/2019)
2817-353	JR PRO	China P.R.	Registered	5150193	2/7/2006	5150193	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS	Trademark Renewal (7/6/2019)

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BHGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
22817-355	SCHUTT	China P.R.	Published	5150194	2/17/2006			(028)	SPORTS PROTECTIVE PADS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; GUARDS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; BODY PROTECTORS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; STRAP USED FOR SECURING CATCHER'S MASK (SPORTS ARTICLES); THROAT PROTECTORS; SPORTS NETS; BASEBALL AND SOFTBALL BASES; FACE MASKS FOR FOOTBALL, BASEBALL, SOFTBALL, HOCKEY AND LACROSSE; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALL HOOPS; BASKETBALL TRAINING HOOPS; BASKETBALLS; BASKETBALL BACKBOARD; BALL BAGS; BASKETBALL RACKS; SCOREBOARDS; BALL INFLATORS; HOCKEY, LACROSSE, BASEBALL AND SOFTBALL TRAINING AIDS; BATTING TEES; PITCHING MACHINES; BALL NETS; BATTING FORM AND STANCE GUIDES (SPORT ARTICLES); WARM-UP BATS; WARM-UP SLIDING PADS; BASEBALL BASES; BASEBALL PLATES; PITCHER'S TOE PLATES; PITCHING RUBBERS;	Follow Up (10/7/2010)
22817-361	SCHUTT	China P.R.	Pending	5150197	2/17/2006			(009)	SPORTS HELMETS.	Follow Up (7/28/2011)
22817-356	TORNADO	China P.R.	Registered	5150188	2/17/2006	5150188	7/17/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS.	Trademark Renewal (9/6/2019)
22817-357	TYPHOON	China P.R.	Registered	5150190	2/17/2006	5150190	7/7/2009	(028)	PROTECTIVE PADDINGS (PARTS OF SPORTS SUITS); FOOTBALL SHOULDER PADS	Trademark Renewal (7/6/2019)
22817-358	ADVANTAGE	United States	Registered	76/732,753	3/29/2001	2,697,148	3/18/2003	(9)	ATHLETIC PROTECTIVE HELMETS, NAMELY FOOTBALL HELMETS.	Trademark Renewal (3/18/2013)
22817-359	ADVANTAGE	United States	Registered	78/690,087	8/10/2005	3,199,778	1/16/2007	(28)	FOOTBALL SHOULDER PADS	US-Section 8 & 15 Affidavit Due (6th Year) (1/16/2013)
22817-360	AIR	United States	Registered	78/150,931	8/9/2002	2,784,267	11/19/2003	(9)	ATHLETIC PROTECTIVE HELMETS	Trademark Renewal (11/18/2013)
22817-361	AIR AND DESIGN	United States	Registered	73/770,119	12/19/1988	1,552,105	8/15/1989	(28)	SPORTS HELMETS, NAMELY BASEBALL AND FOOTBALL HELMETS	Trademark Renewal (8/15/2019)
22817-362	AIR PRO	United States	Registered	75/934,072	3/3/2000	2,461,374	6/19/2001	(009)	9 - BASEBALL AND SOFTBALL EQUIPMENT; BASEBALL BATTER'S AND CATCHER'S HELMETS	Trademark Renewal (6/19/2011)

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BHEL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-14	PERMA-LACE	United States	Registered	79/081,170	8/22/1975	1,057,930	4/13/1976	(28)	BASKETBALL GOAL RINGS AND PARTS THEREOF	Trademark Renewal (4/13/2016)
2817-124	PREP	United States	Registered	74/474,864	12/28/1993	1,924,793	10/3/1995	(28)	BASKETBALL GOALS	Trademark Renewal (10/3/2015)
2817-9	PRO-AIR	United States	Registered	73/486,336	6/21/1984	1,323,501	3/5/1985	(028)	28-ATHLETIC PROTECTIVE EQUIPMENT, NAMELY, HELMETS	Trademark Renewal (9/5/2015)
2817-238	RECRUIT	United States	Registered	76/264,919	5/31/2001	2,722,240	6/3/2003	(9; 28)	ATHLETIC PROTECTIVE HELMETS; ATHLETIC PROTECTIVE PADS, NAMELY, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL AND SOFTBALL	Trademark Renewal (6/3/2013)
2817-15	RIGIDBIT	United States	Registered	73/072,338	12/19/1975	1,152,833	4/28/1981	(28; 7)	BASKETBALL GOALS; BASKETBALL PRACTICE REBOUNDERS; HAND HELD ATHLETIC BALL INFLATORS; MANUALLY OPERATED TABLE MOUNTED ATHLETIC BALL INFLATORS AND PARTS THEREOF;	Trademark Renewal (4/28/2011)
2817-213	S AND DESIGN 	United States	Registered	75/655,497	3/5/1999	2,554,553	4/27/2002	(9; 28)	ELECTRIC ATHLETIC BALL INFLATORS AND PARTS THEREOF; HELMETS, NAMELY, HELMETS FOR FOOTBALL, BASEBALL, SOFTBALL, BICYCLING, SKATE BOARDING, IN-LINE SKATING, ROCK CLIMBING, MOUNTAIN BIKING, CANOEING, WIND SURFING, SNOW BOARDING AND KAYAKING; STRAPS FOR THE AFOREMENTIONED HELMETS; PROTECTIVE PADS, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL AND SOFTBALL; BASEBALL AND SOFTBALL BASES; FACE MASKS FOR FOOTBALL; BASEBALL AND SOFTBALL GAME PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALLS; BASKETBALL BACKBOARDS; BALL BAGS; BASKETBALL BACKS; SCOREBOARDS; BALL INFLATORS; WHISTLES; WHISTLE CORDS; BASEBALL AND SOFTBALL TRAINING AIDS, NAMELY, BATTING TEES, PITCHING MACHINES, BALL NETS; BATTING FORM AND STANCE GUIDES; WARM-UP BATS AND SLIDING PADS; BASEBALL HELD EQUIPMENT, NAMELY, BASES, PLATES, FITTING RUBBERS, BATTING TEES, DRY LINE MARKERS, BASE ANCHORS AND FIELD STRAPS; FOOTBALL SIDELINE EQUIPMENT; AND FOOTBALL, BASEBALL, SOFTBALL	Trademark Renewal (4/27/2012)

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BHGL Matter No.	Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Classes	Goods	Next Action Due
2817-233	SCHUTT	United States	Registered	76/237,196	4/6/2001	2,597,593	7/23/2002	(9; 28)	HELMETS, NAMELY, HELMETS FOR FOOTBALL, BASEBALL, SOFTBALL, BICYCLING, SKATE BOARDING, IN-LINE SKATING, ROCK CLIMBING, MOUNTAIN BIKING, CANOEING, WIND SURFING, SNOW BOARDING AND KAYAKING; STRAPS FOR THE FOREMENTIONED HELMETS; COACH AND REFEREE WHISTLES AND CORDS THEREFOR; ELECTRONIC SCOREBOARDS; PROTECTIVE PADS, GUARDS AND BODY PROTECTORS FOR FOOTBALL, BASEBALL AND SOFTBALL; BASEBALL AND SOFTBALL BASES; FACE MASKS FOR FOOTBALL, BASEBALL, AND SOFTBALL; VOLLEYBALL GAME PLAYING EQUIPMENT; BASKETBALL HOOPS; BASKETBALLS; BASKETBALL BACKBOARDS; BALL BAGS; BASKETBALL BAGS; BALL INFLATORS; BASEBALL AND SOFTBALL TRAINING AIDS; NAMELY BATTING TEES, PITCHING MACHINES, BALL NETS, BATTING FORM AND STANCE GUIDES, WARM-UP BATS AND SLIDING PADS; BASEBALL FIELD EQUIPMENT; AND FOOTBALL, BASEBALL, SOFTBALL AND BASKETBALL EQUIPMENT BAGS; NON-MECHANICAL SCOREBOARDS	Trademark Renewal (7/23/2012)
2817-11	SCHUTT AND'S DESIGN	United States	Registered	73/537,034	5/13/1985	1,374,032	12/3/1985	(28)	FOOTBALL FACEGUARDS, BASEBALL BATTER FACEGUARDS, FOOTBALL AND BASEBALL BATTER FACEGUARD STRAPS, BASKETBALL GOALS AND BASKETBALL REBOUNDERS	Trademark Renewal (12/3/2015)
2817-269	SLAM SERIES	United States	Registered	78/235,251	4/8/2003	3,207,288	2/13/2007	(28)	BASKETBALL GOAL SETS	US-Section 8 & 15 Affidavit Due (6th Year) (2/13/2013)
2817-6	SUPER-PRO	United States	Registered	72/312,504	11/18/1968	907,905	2/16/1971	(028)	28-FACE MASKS FOR FOOTBALL HELMETS.	Trademark Renewal (2/16/2011)
2817-167	TUFF-PLAY	United States	Registered	75/271,342	4/8/1997	2,130,753	1/20/1998	(28)	BASKETBALL BASKETS, NETS, STANDS, BACKBOARDS AND RIMS	Trademark Renewal (1/20/2018)

TRADEMARK

REEL: 004515 FRAME: 0984

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
COMFORT-LITE	US	Registered	76099142	7/28/2000	2851179	6/8/2004
COMFORT-LITE	US	Registered	76113612	8/21/2000	2851188	6/8/2004
FIL-TECH	US	Registered	76099144	7/28/2000	2700930	3/25/2003
JR-BLOCKER	US	Registered	75267875	4/2/1997	2178127	8/4/1998
JR PRO	US	Registered	75267806	4/2/1997	2178125	8/4/1998
LIGHTNING	US	Registered	75268040	4/2/1997	2178129	8/4/1998
TORNADO	US	Registered	75267936	4/2/1997	2178128	8/4/1998

Mark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
AIR	China	Application	7337545	N/A	N/A	N/A
DNA	China	Application	5150596	N/A	N/A	N/A
HURRICANE	China	Application	5150189	N/A	N/A	N/A
LIGHTNING	China	Application	5150456	N/A	N/A	N/A
TORNADO	China	Registered	N/A	N/A	5150188	N/A

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TRADEMARK

REEL: 004515 FRAME: 0985

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of December, 2010, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 29, 2010 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among KRANOS ACQUISITION CORPORATION, a Delaware corporation ("Parent"), KRANOS CORPORATION, a Delaware corporation ("Kranos"), KRANOS IP CORPORATION, a Delaware corporation ("Kranos IP") and KRANOS RE CORPORATION, a Delaware corporation ("Kranos RE"), together with Kranos and Kranos IP, each individually, a "Borrower", and individually and collectively, jointly and severally, the "Borrowers", the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors (as defined in the Security Agreement) shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of December 29, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CONSTRUCTION.** This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and

"property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing Letter of Credit Collateralization, and (b) in the case of obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all of the Secured Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

11. **IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A**


GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:


KRANOS ACQUISITION CORPORATION,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: President


KRANOS CORPORATION,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

KRANOS IP CORPORATION,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: President

KRANOS RE CORPORATION,
a Delaware corporation


By: 
Name: Mary Ann Sigler
Title: President

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: S.N. Thomas, III
Title: Vice President

[Signature page to Trademark Security Agreement]

SCHEDULE I
TRADEMARKS

Beginning next page.