

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peterson Systems International, Inc.		07/29/2011	CORPORATION: UTAH

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 South Wacker
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2003057	YELLOW JACKET
Registration Number:	2310828	YJ
Registration Number:	2399584	HIPERTHANE
Registration Number:	2709259	BUMBLE BEE
Registration Number:	3327229	YELLOW JACKET AMS
Registration Number:	3327230	DURATHANE
Registration Number:	3327231	CASTATHANE
Registration Number:	3327232	HOURGLASS
Registration Number:	3327233	HIPERSNAP
Registration Number:	3327259	AMS
Registration Number:	3388340	WASP
Registration Number:	3768254	BARRIERFREE AMS
Registration Number:	3970752	ASK FOR THE ORIGINAL . . . ASK FOR THE BEST!
Registration Number:	3981140	ASK FOR THE ORIGINAL

TRADEMARK

900198528

REEL: 004595 FRAME: 0231

CH \$390.00 2003057

Serial Number:

85156472

THE ORIGINAL AND THE BEST

CORRESPONDENCE DATA

Fax Number: (312)558-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

6737.139

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

08/01/2011

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Peterson Systems International, Inc., a Utah corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 29, 2011 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among Grantor, Rimstar, LLC, Checkers Industrial Products, LLC (collectively, the "Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for all Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 29, 2011 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) by and among the Borrowers, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

[signature page follows]

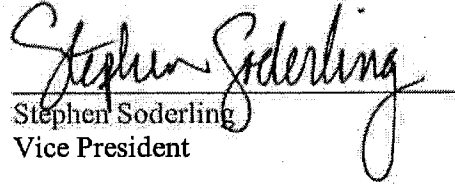
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 29th day of July, 2011.

PETERSON SYSTEMS INTERNATIONAL, INC.

By:

Name: Stephen Soderling

Title: Vice President

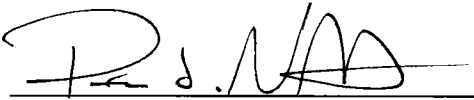
A handwritten signature in cursive script that reads "Stephen Soderling". The signature is written in black ink and is positioned above a horizontal line that serves as a baseline for the signature block.

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004595 FRAME: 0235

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: Pete Notter
Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

U.S. Trademark Registrations		
Reg. Number	Mark	Reg. Date
2,003,057	YELLOW JACKET	9/24/96
2,310,828	YJ and Design	1/25/00
2,399,584	HIPERTHANE	10/31/00
2,709,259	BUMBLE BEE	4/22/03
3,327,229	YELLOW JACKET AMS	10/30/07
3,327,230	DURATHANE	10/30/07
3,327,231	CASTATHANE	10/30/07
3,327,232	HOURGLASS	10/30/07
3,327,233	HIPERSNAP	10/30/07
3,327,259	AMS	10/30/07
3,388,340	WASP	2/26/08
3,768,254	BARRIERFREE AMS	3/30/10
3,970,752	ASK FOR THE ORIGINAL...ASK FOR THE BEST!	5/31/11
3,981,140	ASK FOR THE ORIGINAL	6/21/11
85-156472	THE ORIGINAL AND THE BEST	Pending; filed 10/19/10

Trademark Licenses:

1. Yellow Jacket License Agreement dated November 1, 2010 between Grantor and Ten 47 Ltd.