#### 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
ENTEK International LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association	
Street Address:	111 S.W. 5th Avenue	
Internal Address:	Suite 400	
City:	Portland	
State/Country:	OREGON	
Postal Code:	97204	
Entity Type:	National Banking Association: UNITED STATES	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark	
Registration Number:	3016161	ENTEK	
Registration Number:	2958280	ENTEK	
Registration Number:	2556541	ENTEK EXTRUDERS	
Registration Number:	1904994	RHINOHIDE	

#### **CORRESPONDENCE DATA**

Fax Number: (212)953-7201 Phone: 212.415.9200

Email: ny.trademark@dorsey.com

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

via US Mail.

Correspondent Name: John Gillick

Address Line 1: Dorsey & Whitney LLP Address Line 2: 51 West 52nd Street

Address Line 4: New York, NEW YORK 10019-6119

TRADEMARK

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ATTORNEY DOCKET NUMBER:	059235-09711
NAME OF SUBMITTER:	John Gillick
Signature:	/John Gillick/
Date:	11/23/2011
Total Attachments: 5 source=International#page1.tif source=International#page2.tif source=International#page3.tif source=International#page4.tif source=International#page5.tif	

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# CONFIRMATORY SECURITY AGREEMENT IN TRADEMARKS

#### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2011, by ENTEK International LLC, a Delaware limited liability company (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders (as defined below).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Grantor, the other Borrowers from time to time party thereto (together with the Grantor, each a "Borrower," and, collectively, the "Borrowers"), the Lenders from time to time party thereto (the "Lenders"), and U.S. Bank National Association, as Administrative Agent, as one of the Lenders, as LC Issuer, and as Swing Line Lender (as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and financial accommodations to the Company;

WHEREAS, the Administrative Agent and the Lenders are willing to make certain loans and financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for itself and the ratable benefit of the Lenders, 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, the Grantor hereby agrees as follows:

- 1. DEFINED TERMS. All 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. Grantor hereby grants to the Administrative Agent, on behalf of itself and the Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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- (a) all of its right, title, and interest in and to the following: (a) all United States, state or foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks") and Trademark licenses to which it is a party including those 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 each Trademark and each Trademark license; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or 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.
- 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. The 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.

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IN WITNESS WHEREOF, 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.

GRANTOR:

ENTEK INTERNATIONAL LLC, a Delaware limited liability company

Robert Keith, President

Confirmatory Security Agreement in Trademarks (Entek International LLC)

#### ACCEPTED AND ACKNOWLEDGED BY:

U. S. BANK NATIONAL ASSOCIATION, as Administrative Agent

By:

Name: Oran C. Coffin Title: Vice President

Confirmatory Security Agreement in Trademarks (Entek International LLC)

### **SCHEDULE I**

TO

# TRADEMARK SECURITY AGREEMENT

## TRADEMARK REGISTRATIONS

TRADEMARK	OWNER	REGISTRATION NO.	REGISTRATION DATE	
ENTEK	ENTEK International LLC	Registration No. 3,016,161	Registration Date: 11/15/05	
ENTEK	ENTEK International LLC	Registration No. 2,958,280	Registration Date: 5/31/05	
	ENTEK International LLC	Registration No. 2,556,541	Registration Date: 4/2/02	
SMART SEPARATOR SOLUTIONS	ENTEK International LLC	Registration No. 2,503,018	Registration Date: 10/30/01	
ENTEK	ENTEK International LLC	Registration No. 2,206,514	Registration Date: 12/1/98	
RHINOHIDE	ENTEK International LLC	Registration No. 1,904,994	Registration Date: 7/11/95	

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**RECORDED: 11/23/2011**