

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
Albion Industries, Inc.		04/16/2012	CORPORATION: DELAWARE
Colson Caster Corporation		04/16/2012	CORPORATION: DELAWARE
Jarvis Caster Company		04/16/2012	CORPORATION: DELAWARE
Jarvis/Pemco, Inc.		04/16/2012	CORPORATION: DELAWARE
Medcaster Corporation		04/16/2012	CORPORATION: DELAWARE
Shepherd Caster Corporation		04/16/2012	CORPORATION: DELAWARE
Shepherd Hardware Products LLC		04/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 59

Property Type	Number	Word Mark
Registration Number:	3786952	ADOORED
Serial Number:	72448478	ALBION
Serial Number:	75912002	CASTER EXPRESS
Serial Number:	75912001	CASTER EXPRESS
Serial Number:	75912003	CASTEX
Serial Number:	75912000	CAST-EX
Serial Number:	77249252	CONTENDER
Serial Number:	77186859	FUTURA

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Serial Number:	73802401	K-WHEEL
Serial Number:	78806672	PREVENZ
Serial Number:	78759533	SHOCKMASTER
Serial Number:	78786639	TRIONIX
Serial Number:	78847829	X-TRA SOFT
Serial Number:	78877909	X-TREME
Serial Number:	73768353	COLSON TOTAL LOCK
Serial Number:	76350156	COLSON
Serial Number:	74317382	COLSON
Serial Number:	74317381	COLSON
Serial Number:	73529044	
Serial Number:	78590167	ENCORE
Serial Number:	75814544	ENDURA
Serial Number:	78862878	ENFORCER
Serial Number:	78930099	EVOLUTION
Serial Number:	74473175	HI-TECH PERFORMA
Serial Number:	76176733	MAXIM
Serial Number:	73597610	TECH-LOCK
Serial Number:	76368463	THERMO
Serial Number:	78424141	THERMOTECH
Serial Number:	77701211	TRANS-FORMA
Serial Number:	77349224	TRIUMPH
Serial Number:	74023366	TWIN TECH
Serial Number:	72088373	RUBEREX
Serial Number:	72142481	FAULTLESS
Serial Number:	77213357	COMMITTED TO YOUR SUCCESS
Serial Number:	74350776	J
Serial Number:	78075540	JARVIS
Serial Number:	77134637	POSILOC
Serial Number:	77049099	VERTILOC
Serial Number:	77577822	KASTERKAT
Serial Number:	73669860	KASTERKAT
Serial Number:	78055227	POLYKAT
Serial Number:	78047013	QUIETKAT
Serial Number:	72056584	PEMCO

	78066843	MEDCASTER
Serial Number:	78300582	MEDCASTER
Serial Number:	74575832	
Serial Number:	71150000	BASSICK
Serial Number:	72141654	SHEPHERD
Serial Number:	76569614	BEST ON THE FLOOR
Serial Number:	76305828	ECO FELT
Serial Number:	75460560	FELT GARD
Serial Number:	74081080	FELTGARD
Serial Number:	75001035	FELT GARD PLUS
Serial Number:	74451019	SLIDE GLIDE
Serial Number:	74452218	SURFACE GARD
Serial Number:	76581106	SURFACE GRIP
Serial Number:	75001034	WEDGE IT
Serial Number:	78741933	WONDERLEVEL
Registration Number:	0514153	FAULTLESS

CORRESPONDENCE DATA

Fax Number: 3125774688
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00485
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	04/16/2012

Total Attachments: 9
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OMNIBUS TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2012 (this "Agreement"), 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 "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 16, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 Borrower 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 Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of each Borrower; 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 Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with 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 Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (the "Trademark Collateral");

(a) 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 Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) 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.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, 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 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. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This 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.

Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[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,

ALBION INDUSTRIES, INC., a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

COLSON CASTER CORPORATION, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

JARVIS CASTER COMPANY, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

JARVIS/PEMCO, INC., a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

MEDCASTER CORPORATION, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

SHEPHERD CASTER CORPORATION, a Delaware corporation, as a Grantor

By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

SHEPHERD HARDWARE PRODUCTS LLC, a
Delaware limited liability company, as a Grantor

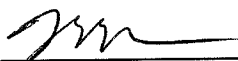
By: Chris J. Smith
Name: Christopher J. Smith
Title: Chief Financial Officer

Trademark Security Agreement - Colson

TRADEMARK
REEL: 004757 FRAME: 0771





ACCEPTED AND AGREED
as of the date first above written:




GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent


By: 
Name: Joseph Angel
Title: Its Duly Authorized Signatory

SCHEDULE I
TO
OMNIBUS TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Status	Owner
ADOORED	USA		3786952 May 11, 2010	Registered	The Wilner Group
ALBION	USA	72448478 Feb. 12, 1973	1000662 Dec. 31, 1974	Registered	Albion Industries, Inc.
CASTER EXPRESS	USA	75912002 Feb. 7, 2000	2632431 Oct. 8, 2002	Registered	Albion Industries, Inc.
CASTER EXPRESS	USA	75912001 Feb. 7, 2000	2632430 Oct. 8, 2002	Registered	Albion Industries, Inc.
CASTEX	USA	75912003 Feb. 7, 2000	2632432 Oct. 8, 2002	Registered	Albion Industries, Inc.
CAST-EX	USA	75912000 Feb. 7, 2000	2753481 Aug. 19, 2003	Registered	Albion Industries, Inc.
CONTENDER	USA	77249252 Aug. 7, 2007	3429988 May 20, 2008	Registered	Albion Industries, Inc.
FAULTLESS STYLIZED LETTERS 	USA	74549916 Feb. 17, 1948	514153 Aug. 23, 1949	Registered	Albion Industries, Inc.
FUTURA	USA	77186859 May 22, 2007		Pending	Jarvis Caster Co.
K-WHEEL	USA	73802401 May 24, 1989	1585526 Mar. 6, 1990	Registered	Albion Industries, Inc.
PREVENZ	USA	78806672 Feb. 3, 2006	3158782 Oct. 17, 2006	Registered	Albion Industries, Inc.
SHOCKMASTER	USA	78759533 Nov. 22, 2005	3162418 Oct. 24, 2006	Registered	Albion Industries, Inc.
TRIONIX	USA	78786639 Jan. 6, 2006	3290508 Sept. 11, 2007	Registered	Albion Industries, Inc.
X-TRA SOFT	USA	78847829 Mar. 28, 2006	3222226 Mar. 27, 2007	Registered	Albion Industries, Inc.
X-TREME	USA	78877909 May 5, 2006	3224858 Apr. 3, 2007	Registered	Albion Industries, Inc.
COLSON TOTAL LOCK 	USA	73768353 12/9/1988	1640380 4/9/1991	Registered	Colson Caster Corp.
COLSON	USA	76350156 Dec. 18, 2001	2666150 Dec. 24, 2002	Registered	Colson Caster Corporation
COLSON 	USA	74317382 Sept. 28, 1992	1816629 Jan. 18, 1994	Registered	Colson Caster Corporation
COLSON 	USA	74317381 Sept. 28, 1992	1814696 Jan. 4, 1994	Registered	Colson Caster Corporation

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Status	Owner
DESIGN ONLY 	USA	73529044 Mar. 27, 1985	1379091 Jan. 21, 1986	Registered	Colson Caster Corporation
ENCORE	USA	78590167 Mar. 18, 2005	3303611 Oct. 2, 2007	Registered	Colson Caster Corporation
ENDURA	USA	75814544 Oct. 4, 1999	2469000 July 17, 2001	Registered	Colson Caster Corporation
ENFORCER	USA	78862878 Apr. 17, 2006	3337091 Nov. 13, 2007	Registered	Colson Caster Corporation
EVOLUTION	USA	78930099 July 14, 2006	3357993 Dec. 18, 2007	Registered	Colson Caster Corporation
HI-TECH PERFORMA	USA	74473175 Dec. 27, 1993	1871002 Jan. 3, 1995	Registered	Colson Caster Corporation
MAXIM	USA	76176733 Dec. 6, 2000	2504233 Nov. 6, 2001	Registered	Colson Caster Corporation
TECH-LOCK	USA	73597610 May 8, 1986	1427396 Feb. 3, 1987	Registered	Colson Caster Corporation
THERMO	USA	76368463 Feb. 8, 2002	2639480 Oct. 22, 2002	Registered	Colson Caster Corporation
THERMOTECH	USA	78424141 May 24, 2004	3104920 June 13, 2006	Registered	Colson Caster Corporation
TRANS-FORMA	USA	77701211 Mar. 27, 2009	3779310 Apr. 20, 2010	Registered	Colson Caster Corporation
TRIUMPH	USA	77349224 Dec. 11, 2007	3623954 May 19, 2009	Registered	Colson Caster Corporation
TWIN TECH	USA	74023366 Jan. 29, 1990	1645119 May 21, 1991	Registered	Colson Caster Corporation
RUBEREX	USA	72088373 1/4/1960	0703785 9/6/1960	Registered	FKI Industries Inc. (Albion Industries Inc.)
FAULTLESS (DESIGN) 	USA	72142481 4/14/1962	750009 5/28/1963	Registered	Albion Industries Inc.
COMMITTED TO YOUR SUCCESS	USA	77/213357 June 22, 2007	3,456,822 July 1, 2008	Registered	Jarvis Caster Co.
J DESIGN	USA	74/350,776 Jan. 21, 1993	1,858,357 Oct. 18, 1994	Registered	Jarvis Caster Co.
JARVIS	USA	78/075,540 July 25, 2001	2,707,100 April 15, 2003	Registered	Jarvis Caster Co.
POSILOC	USA	77/134,637 March 19, 2007	3,364,642 Jan. 8, 2008	Registered	Jarvis Caster Co.
VERTILOC	USA	77/049,099 Nov. 21, 2006	3,322,493 Oct. 30, 2007	Registered	Jarvis Caster Co.
KASTERKAT	USA	77577822 Sept. 24, 2008	3615443 May 5, 2009	Registered	Jarvis/Pemco, Inc.
KASTERKAT & DESIGN 	USA	73669860 July 2, 1987	1505751 Sept. 27, 1988	Registered	Jarvis/Pemco, Inc.

Trademark	Jurisdiction	Application No. Application Date	Registration No. Registration Date	Status	Owner
POLYKAT	USA	78055227 Mar. 27, 2001	2896276 Oct. 19, 2004	Registered	Jarvis/Pemco, Inc.
QUIETKAT	USA	78047013 Feb. 7, 2001	2660840 Dec. 10, 2002	Registered	Jarvis/Pemco, Inc.
PEMCO	USA	72056584 Aug. 4, 1958	677946 May 5, 1959	Registered	Jarvis-Pemco, Inc.
MEDCASTER	USA	78/066,843 June 1, 2001	2,872,480 Aug. 10, 2004	Registered	MedCaster Corporation
MEDCASTER LOGO 	USA	78/300,582 Sep. 15, 2003	3,017,275 Nov. 22, 2005	Registered	MedCaster Corporation
BASSICK	USA	74575832 Mar. 22, 1949	528794 Aug. 8, 1950	Registered	Shepherd Caster Corporation
BASSICK STYLIZED LETTERS	USA	71150000 July 5, 1921	154226 Apr. 11, 1922	Registered	Shepherd Caster Corporation
SHEPHERD	USA	72141654 Apr. 5, 1962	751141 June 18, 1963	Registered	Shepherd Caster Corporation
BEST ON THE FLOOR	USA	76569614 Jan. 5, 2004	2975386 July 26, 2005	Registered	Shepherd Hardware Products LLC
ECO FELT	USA	76305828 Aug. 28, 2001	2725498 June 10, 2003	Registered	Shepherd Hardware Products LLC
FELT GARD	USA	75460560 Apr. 2, 1998	2334363 Mar. 28, 2000	Registered	Shepherd Hardware Products LLC
FELT GARD	USA	74081080 July 23, 1990	1709371 Aug. 18, 1992	Registered	Shepherd Hardware Products LLC
FELT GARD PLUS	USA	75001035 Oct. 3, 1995	2051580 Apr. 8, 1997	Registered	Shepherd Hardware Products LLC
SLIDE GLIDE	USA	74451019 Oct. 25, 1993	1861818 Nov. 8, 1994	Registered	Shepherd Hardware Products LLC
SURFACE GARD	USA	74452218 Oct. 25, 1993	1888084 Apr. 4, 1995	Registered	Shepherd Hardware Products LLC
SURFACE GRIP	USA	76581106 Mar. 8, 2004	3093645 May 16, 2006	Registered	Shepherd Hardware Products LLC
WEDGE IT	USA	75001034 Oct. 3, 1995	2095759 Sept. 9, 1997	Registered	Shepherd Hardware Products LLC
WONDERLEVEL	USA	78741933 Oct. 27, 2005	3231543 Apr. 17, 2007	Registered	Shepherd Hardware Products LLC