

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
	Edw. C. Levy Co.		05/14/2012
	Indiana Flame Services Company		05/14/2012
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	1300 East Ninth Street, 13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	3748954	LEVY SOLUTIONS FOR YOUR ENVIRONMENT
	Registration Number:	4081385	PLANT TUFF
	Registration Number:	3355130	UCUT
CORRESPONDENCE DATA			
Fax Number:	2165790212		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(216) 586-7024		
Email:	dawnbrown@jonesday.com		
Correspondent Name:	Dawn A. Brown/JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	080461-070017/DAB		
NAME OF SUBMITTER:	Dawn A. Brown		

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Signature:	/Dawn A. Brown/
Date:	06/18/2012
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 14, 2012 (this "Agreement"), among Edw. C. Levy Co., a Michigan corporation ("Levy"), Indiana Flame Services Company, a Michigan corporation ("IFSC" and, together with Levy, collectively the "Assignors" and each an "Assignor"), and JPMorgan Chase Bank, N.A., as Administrative Agent (together with its successors and assigns in such capacity, the "Agent"):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Assignors, certain affiliates of the Assignors listed on Schedule 1 thereto (collectively, the "Borrowers"), the lenders party thereto (the "Lenders") and the Agent.

(2) In connection with the Credit Agreement, the Assignors are party to a Pledge and Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Borrowers and the Agent, pursuant to which the Assignors have granted to the Agent, for the benefit of the Lenders, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

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

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Agent, on behalf of itself and the other Lenders, primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. General.

(i) Governing Law. **THIS DOCUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO.**

(ii) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Agent and the Assignors and their respective successors and assigns. The Assignors shall not, without the prior written consent of the Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

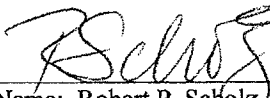
(iii) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EDW. C. LEVY CO.

By: 
Name: Robert P. Scholz
Title: Chief Financial Officer

INDIANA FLAME SERVICES COMPANY

By: 
Name: Robert P. Scholz
Title: Chief Financial Officer

Accepted and acknowledged by:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

EDW. C. LEVY CO.

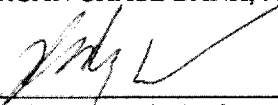
By: _____
Name: Robert P. Scholz
Title: Chief Financial Officer

INDIANA FLAME SERVICES COMPANY

By: _____
Name: Robert P. Scholz
Title: Chief Financial Officer

Accepted and acknowledged by:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: Randy J. Abrams
Title: Authorized Officer

Schedule A
to Trademark Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Date	Registration Number
Edw. C. Levy Co.	LEVY SOLUTIONS FOR YOUR ENVIRONMENT & Design	02/16/2010	3,748,954
Edw. C. Levy Co.	PLANT TUFF	01/03/2012	4,081,385
Indiana Flame Services Company	UCUT	12/18/2007	3,355,130

TRADEMARK APPLICATIONS

None.