

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
Taylor Precision Products, Inc.	FORMERLY Taylor Acquisition, Inc.	06/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	3033232	126
Registration Number:	3033233	126.5
Registration Number:	3033231	18.0%
Registration Number:	639634	BI-THERM
Registration Number:	2230094	CLEAR-VU
Registration Number:	3722041	CONNOISSEUR
Registration Number:	3703032	DOUBLE UP
Registration Number:	2100285	FITNESSMINDER
Registration Number:	280982	HUMIDIGUIDE
Registration Number:	2355678	IMAGE GALLERY
Registration Number:	2961456	LEADING THE WAY IN ACCURACY
Registration Number:	1295788	METRO
Registration Number:	1713243	METRO
Registration Number:	2905210	PERMACOLOR

TRADEMARK

Registration Number:	3005040	RAINTRACKER
Registration Number:	3768389	TAYLOR
Registration Number:	314945	TAYLOR
Registration Number:	626182	TAYLOR
Registration Number:	2914144	TAYLOR
Registration Number:	2362880	TAYLOR
Registration Number:	2272833	TAYLOR
Registration Number:	198350	TEMPRITE
Registration Number:	3090305	TEMPRITE
Registration Number:	3327320	TEMPSAVER
Registration Number:	2296594	TRU TEMP
Registration Number:	3224467	TRUTEMP
Registration Number:	3280904	WEEKEND WARRIOR
Registration Number:	3309524	TAYLOR WEEKEND WARRIOR
Registration Number:	1617496	WEIGHTMINDER
Registration Number:	2016257	WEIGHTRACKER
Registration Number:	1220662	BIG AND BOLD
Registration Number:	2484124	COOK-RITE
Registration Number:	3210478	PRECISETEMP
Registration Number:	3205940	PRECISETIME
Registration Number:	1686306	SPRINGFIELD
Registration Number:	1099339	SPRINGFIELD
Registration Number:	2261430	SPRINGFIELD
Registration Number:	3356875	VENT-MISER
Serial Number:	85380061	COOK-RITE
Serial Number:	77898133	GREEN LIVING BY TAYLOR
Serial Number:	85428306	PLAN & PREP

CORRESPONDENCE DATA

Fax Number: 3129939767

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

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

TRADEMARK
REEL: 004805 FRAME: 0381

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0634

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 06/21/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2012, 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 Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 8, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Grantors, 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 (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the 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 Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the 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 Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

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 the Agent for the benefit of the Secured Parties, and grants to the 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 (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement has been filed);

(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.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 subject to a security interest hereunder.

Counterparts. This Trademark Security 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.

Governing Law. This Trademark Security 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.

[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,

TAYLOR PRECISION PRODUCTS, INC. (f/k/a
Taylor Acquisition, Inc.), as Grantor

By: MS
Name: Michael Schnabel
Title: Senior Vice President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004805 FRAME: 0385

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,

TAYLOR PRECISION PRODUCTS, INC. (f/k/a
Taylor Acquisition, Inc.), as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name:
Title: Its Duly Authorized Signatory

Michael D. TerHorst
Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004805 FRAME: 0386

SCHEDULE 1

Trademarks

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS		
Trademark	Appl./Reg. No.	Filing/Reg. Date
126	3,033,232	12/20/2005
126.5	3,033,233	12/20/2005
18.0%	3,033,231	12/20/2005
BI-THERM	639,634	01/08/1956
CLEAR-VU	2,230,094	03/09/1999
CONNOISSEUR	3,722,041	12/08/2009
COOK-RITE	85/380,061	07/25/2011
DOUBLE UP	3,703,032	10/27/2009
FITNESSMINDER	2,100,285	09/23/1997
GREEN LIVING BY TAYLOR AND DESIGN	77/898,133	12/21/2009
HUMIDIGUIDE	280,982	03/03/1931
IMAGE GALLERY	2,355,678	06/06/2000
LEADING THE WAY IN ACCURACY	2,961,456	06/07/2005
METRO	1,295,788	09/18/1984
METRO	1,713,243	09/08/1992
PERMACOLOR	2,905,210	11/23/2004
PLAN & PREP AND DESIGN	85/428,306	09/21/2011
RAINTRACKER	3,005,040	10/04/2005
TAYLOR	3,768,389	03/30/2010
TAYLOR (Stylized)	314,945	07/10/1934
TAYLOR (Stylized)	626,182	05/01/1956
TAYLOR	2,914,144	12/28/2004
TAYLOR and Design	2,362,880	06/27/2000
TAYLOR and Design	2,272,833	08/24/1999
TEMPRITE	198,350	05/12/1925
TEMPRITE	3,090,305	05/09/2006
TEMPSAVER	3,327,320	10/30/2007
TRU TEMP	2,296,594	11/30/1999
TRUTEMP	3,224,467	04/03/2007
WEEKEND WARRIOR	3,280,904	08/14/2007
TAYLOR WEEKEND WARRIOR AND DESIGN	3,309,524	10/09/2007
WEIGHTMINDER	1,617,496	10/16/1990
WEIGHTRACKER	2,016,257	11/12/1996
BIG AND BOLD	1,220,662	12/21/1982
COOK-RITE	2,484,124	09/04/2001
PRECISETEMP	3,210,478	02/20/2007
PRECISETIME	3,205,940	02/06/2007

SPRINGFIELD	1,686,306	05/12/1992
SPRINGFIELD	1,099,339	08/15/1978
SPRINGFIELD AND DESIGN	2,261,430	07/13/1999
VENT-MISER	3,356,875	12/18/2007

FOREIGN TRADEMARK APPLICATIONS AND REGISTRATIONS			
Trademark	Country	Appl./Reg. No.	Filing/Reg. Date
CONNOISSEUR	Mexico	1,130,276	11/13/2009
COOK-RITE	Canada	1,566,701	03/01/2012
DOUBLE UP	Australia	1,257,693	08/18/2008
LEADING THE WAY IN ACCURACY	Mexico	59150	07/02/2010
LEADING THE WAY IN ACCURACY	Mexico	59149	07/02/2010
METRO	Canada	300448	03/01/1985
METRO	Israel	107831	11/05/1997
METRO	Mexico	478953	11/09/1994
PERFECT TEMP	Canada	794716	04/05/2011
PERMACOLOR	Canada	55728	11/19/1932
PROHELIX	Canada	660943	03/20/2006
PROHELIX	European Community	3,875,085	10/19/2005
SALTER	Mexico	1121994	08/24/2009
TAYLOR	China		04/13/2012
TAYLOR	Ireland	240351	08/23/2005
TAYLOR	Mexico	1126437	10/20/2009
TAYLOR	Mexico	1087029	02/24/2009
TAYLOR	Mexico	1005834	2/19/2009
TAYLOR	United Kingdom	2399852	12/04/2009
TAYLOR	Australia	125196	10/11/1983
TAYLOR	Germany	478491	08/28/1935
TAYLOR	New Zealand	B71589	09/17/1965
TAYLOR	Norway	22929	04/08/1985
TAYLOR	Puerto Rico	3873	06/14/1935
TAYLOR	Sweden	44939	04/15/1935
TAYLOR	Switzerland	330817	06/01/1984
TAYLOR	Taiwan	50894	02/01/1972
TAYLOR	Denmark	VR196702394 (2394/67)	08/18/1967
TAYLOR	Denmark	VR193500446 (446/35)	05/04/1935
TAYLOR	Greece	11771	07/21/1978
WEEKEND WARRIOR and Design	Canada	728937	11/20/2008

TEMPRITE	Canada	55696	11/10/1932
TEMPSAVER	Canada	745901	08/21/2009
WEEKEND WARRIOR	Canada	727015	10/27/2008
WEIGHTMINDER	European Community	66670	03/18/1998
WEIGHTMINDER	Mexico	458877	04/29/1994
SPRINGFIELD	China	7690200	03/14/2011
SPRINGFIELD	China	7690199	09/11/2009
VENT-MISER	China	5772997	09/28/2009
VENT-MISER	Canada	750,771	10/22/2009