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
Marine Acquisition Corp.		09/18/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THL Corporate Finance, Inc., as Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85554970	DETWILER
Registration Number:	2053332	HY-TRAC
Registration Number:	1525523	HYNAUTIC
Registration Number:	2492556	HPS
Registration Number:	0974852	BIG-T
Registration Number:	2202339	NFB
Registration Number:	2445489	PRO SERIES
Registration Number:	3243436	QUICK CONNECT
Registration Number:	2260352	SAFE-T
Registration Number:	2193509	SAFE-T QC
Registration Number:	1382900	SEASTAR
Registration Number:	2182746	PRO TRIM
Serial Number:	85551283	PROHEAT
Registration Number:	1835349	PROHEAT

CORRESPONDENCE DATA

Fax Number: 6175269899

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

via US Mail.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	373675/045
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	09/18/2012

Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Marine Acquisition Corp. (the "<u>Grantor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 18, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of THL Corporate Finance, Inc., as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 12, 2012.

	By: Name: Matthew Lozow Title: Vice President Secretary and Assistant Treasurer
STATE OF New York ss.:	
who, being duly sworn by me, did depose the foregoing instruments of the secure of the security of the securit	person who executed the foregoing instrument, and see and say that s/he is the <u>Vice President</u> of and that s/he
uses and purposes therein mentioned.	[NOTARY SEAL]

RACHELLE MALLY DORMEVIL

NOTARY PUBLIC-STATE OF NEW YORK

No. 01DO6220549

Qualified in Kings County

My Commission Expires April 19, 2014

[Signature Page to Trademark Security Agreement - Marine Acquisition Corp.]

SCHEDULE A

Trademarks

Schedule to Trademark Security Agreement – Marine Acquisition Corp.

Registered trademarks and registration applications for trademarks:

Country	Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date
U.S.	DETWILER	Pending	85554970	28-Feb-2012		
U.S	HYFRAG	Registered	74660435	13-Apr-1995	2053332	15-Apr-1997
U.S	нупашіїс	Registered	73696582	20-Nov-1987	1525523	21-Feb-1989
U.S	HPS (stylized)	Registered	76146814	13-Oct-2000	2492556	25- 1-Sep-2001
U.S	BIG-T	Registered	72429376	10-Jul-1972	974852	18-Dec-1973
U.S		Registered	75/201,255	22-Oct-1996	2202339	03-Nov-1998
U.S	PRO SERIES (stylized)	Registered	75538305	18-Aug-1998	2445489	24-Apr-2001
U.S	QUICK CONNECT	Registered	77019695	12-Oct-2006	3243436	22-May-2007
U.S	SAFE-T	Registered	75340380	13-Aug-1997	2260352	13-Jul-1999
U.S	SAFE-T QC	Registered	75318729	02-Jul- 1997	2193509	06-Oct-1998
U.S	SEASTAR	Registered	73507591	07-Nov- 1984	1382900	18-Feb-1986
U.S	PRO TRIM	Registered	75122587	20-Jun-1996	2182746	18-Aug-1998
U.S.	PROHEAT	Pending	85551283	23-Feb-2012		
U.S.	PROHEAT	Registered	74367511	12-Mar-1993	1835349	10-May-1994

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RECORDED: 09/18/2012