

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
Flo-Rite Products Company, LLC		10/17/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3934162	SHARPE	
Registration Number:	3356237	DIR-ACT	
Registration Number:	3356238	SHARON PIPING & EQPT., INC.	
Registration Number:	3286016	SONIC TORQUE 4X4	
Registration Number:	3356239	SHARON PIPING & EQPT., INC.	
Registration Number:	3349331	SONIC-SOL	
Registration Number:	3335911	SONIC-SWITCH	
Registration Number:	1793387	SHARPE	
CORRESPONDENCE DATA			
Fax Number:	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312)577-8416		

CH \$215.00 3934162

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:	342663-00034
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	10/17/2012

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 17th day of October, 2012, by Flo-Rite Products Company, LLC, a Washington limited liability company ("**Grantor**"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "**Grantee**"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of October 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of October 17, 2012, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Collateral Agreement**"), Grantor has granted to Grantee, for the benefit of the Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLO-RITE PRODUCTS COMPANY, LLC

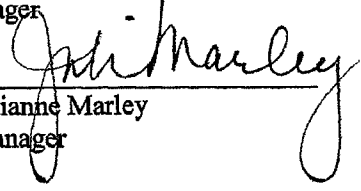
By: BP SCI, LLC

Its: Manager

By:

Name: Julianne Marley

Title: Manager

A handwritten signature in black ink, appearing to read "Julianne Marley", is written over a horizontal line. The signature is cursive and extends above and below the line.

Trademark Security Agreement

TRADEMARK
REEL: 004882 FRAME: 0728

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,
as Agent

By: 

Name: Scott Gast

Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 004882 FRAME: 0729

SCHEDULE 1

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
SHARPE	3934162	3/22/11	U.S.
DIR-ACT	3356237	12/18/07	U.S.
SHARON PIPING & EQPT., INC.	3356238	12/18/07	U.S.
SONIC TOURQUE 4X4	3286016	8/28/07	U.S.
SHARON PIPING & EQPT., INC.	3356239	12/18/07	U.S.
SONIC-SOL	3349331	12/4/07	U.S.
SONIC-SWITCH	3335911	11/13/07	U.S.
SHARPE	1793387	9/21/93	U.S.

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
None.			