

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
Rochester Midland Corporation		12/17/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	255 East Avenue
City:	Rochester
State/Country:	NEW YORK
Postal Code:	14604
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 42

Property Type	Number	Word Mark
Registration Number:	2668096	RMC ROCHESTER MIDLAND CORPORATION
Registration Number:	2661863	AUDITGUARD
Registration Number:	2625789	BRANDGUARD
Registration Number:	2687982	CHEMGUARD
Registration Number:	2687984	DRAINGUARD
Registration Number:	3208982	ENVIROGUARD
Registration Number:	2687983	FLOORGUARD
Registration Number:	2047552	FOAM KING
Registration Number:	2581636	HANDGUARD
Registration Number:	1982295	LIFEGARD
Registration Number:	3032323	LUBEGUARD
Registration Number:	2983462	LUBEGUARD
Registration Number:	2782452	SERVICEGUARD
Registration Number:	2661862	SURFACEGUARD

CH \$1065.00 2668096

Registration Number:	1556415	BIOGENIC
Registration Number:	3434674	CLEANAIRE
Registration Number:	1752153	NEUGENIC
Registration Number:	2103478	ONTRACK
Registration Number:	2040437	SLIPEAZEE
Registration Number:	3312508	CHEMIZER
Registration Number:	1933330	ENVIRO CARE
Registration Number:	4230130	ENVIRO CARE NOVUS
Registration Number:	2477785	GERM-O-SOLV "2"
Registration Number:	3482906	JIFFY
Registration Number:	3158537	NATURE'S SCRUB BRUSH
Registration Number:	3044513	PROXI
Registration Number:	3717797	RMC GREEN TO THE CORE RMC ROCHESTER MIDLAND CORPORATION
Registration Number:	2529322	SELECT PLUS
Registration Number:	3467942	SNAP!
Registration Number:	1491793	SPECTRUM
Registration Number:	1274702	THERMO-GLOSS
Registration Number:	2465612	ULTRA MARATHON
Registration Number:	2465613	ULTRA RESTORE
Registration Number:	2979540	NATURELLE
Registration Number:	2795941	NATURELLE
Registration Number:	2504412	REST ASSURED
Registration Number:	0595077	SANISAC
Registration Number:	2589061	SCENTSATIONS
Registration Number:	3500186	AUTOSANOR
Registration Number:	3295342	RMC HANDS FREE
Registration Number:	3013364	SANOR
Registration Number:	2038891	MIDFLOC

CORRESPONDENCE DATA

Fax Number: 5854198813

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

Phone: 585-419-8636

Email: harrisbeachip@harrisbeach.com

Correspondent Name: Neal L. Slifkin, Harris Beach PLLC

TRADEMARK
REEL: 004923 FRAME: 0129

Address Line 1: 99 Garnsey Road
Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER: 251137

NAME OF SUBMITTER: Neal L. Slifkin

Signature: /Neal L. Slifkin/

Date: 12/19/2012

Total Attachments: 9

source=TM Security Agreement 251137#page1.tif
source=TM Security Agreement 251137#page2.tif
source=TM Security Agreement 251137#page3.tif
source=TM Security Agreement 251137#page4.tif
source=TM Security Agreement 251137#page5.tif
source=TM Security Agreement 251137#page6.tif
source=TM Security Agreement 251137#page7.tif
source=TM Security Agreement 251137#page8.tif
source=TM Security Agreement 251137#page9.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made December 17, 2012 in favor of MANUFACTURERS AND TRADERS TRUST COMPANY ("Lender"), a New York banking corporation with an address of 255 East Avenue, Rochester, New York 14604, by ROCHESTER MIDLAND CORPORATION ("Grantor"), a corporation formed under the laws of the State of New York with offices at 155 Paragon Drive, Rochester, New York 14624.

Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Credit Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means the Credit Facility Agreement between the Lender and Grantor, dated as of even date herewith, as the same may be modified, extended, or replaced from time to time.

"Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Lender (including without limitation all sums expended by the Lender for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

"PTO" means the United States Patent and Trademark Office.

2. Security Interest. Each Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. Secured Party agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Liabilities. This Agreement has been entered into in conjunction with the security interests granted to Lender under the Credit Agreement. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of trademarks and trademark applications or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Lender to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Lender. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Lender in a writing signed by the Grantor of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, service marks, or other registered marks or become entitled to the benefit of any application for any of the same or continuation of any of them, the provisions of this Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party with respect to any such new trademark rights promptly, and at any time upon Secured Party's request. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any

such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Credit Agreement, the terms of the Credit Agreement shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under the Credit Agreement shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Lender or by any officer or employee of the Lender, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Lender hereunder unless agreed by the Lender in writing. None of the rights and remedies of Lender hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Lender. No delay or omission on the part of the

Lender in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Lender in writing.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.


15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.


[Remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ROCHESTER MIDLAND CORPORATION

By: 
Harlan D. Calkins
Chairman and CEO

MANUFACTURERS AND TRADERS TRUST COMPANY

By: 
Timothy Denniston
Vice President

SCHEDULE A
To the Trademark Security Agreement
Grantor: Rochester Midland Corporation

SEE ATTACHED LISTING

ROCHESTER MIDLAND INTELLECTUAL PROPERTY

TRADEMARK/PATENT/COPYRIGHT	STATUS	REGISTRATION #	DATE FILED	COUNTRY
CORPORATE				
RMC ® NEW LOGO	REGISTERED	2,668,096	12/31/2002	USA
RMC LOGO - S AFRICA CLASS 1	REGISTERED	2001/14694	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 16	REGISTERED	2001/14700	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 2	REGISTERED	2001/14695	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 20	REGISTERED	2001/14701	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 3	REGISTERED	2001/14696	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 5	REGISTERED	2001/14697	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 6	REGISTERED	2001/14698	8/24/2001	South Africa
RMC LOGO - S AFRICA CLASS 9	REGISTERED	2001/14699	8/24/2001	South Africa
FOOD				
AUDITGUARD ® (SM)	REGISTERED	2,661,863	12/17/2002	USA
BRANDGUARD (IN Aus)	REGISTERED	1168203	3/27/2007	Australia
BRANDGUARD ®	REGISTERED	2,625,789	9/24/2002	USA
BRANDGUARD ® (in NZ)	REGISTERED	765770	3/27/2007	New Zealand
BRANDGUARD® COLOMBIA CL 3	REGISTERED	343575	11/22/2007	Colombia
BRANDGUARD® COLOMBIA CL 5	REGISTERED	343576	11/22/2007	Colombia
CHEMGUARD ® (SM)	REGISTERED	2,687,982	2/18/2003	USA
DRAINGUARD ® (SM)	REGISTERED	2,687,984	2/18/2003	USA
ENVIROGUARD ®	REGISTERED	3,208,982	2/13/2007	USA
FLOORGUARD ® (SM)	REGISTERED	2,687,983	2/18/2003	USA
FOAM KING ®	REGISTERED	2,047,552	3/25/1997	USA
HANDGUARD ® (SM)	REGISTERED	2,581,636	6/18/2002	USA
LIFEGARD ®	REGISTERED	1,982,295	6/25/1996	USA
LUBEGUARD ®	REGISTERED	3,032,323	12/20/2005	USA
LUBEGUARD ® (SM)	REGISTERED	2,983,462	8/9/2005	USA
SANGUARD COPYRIGHT ®	REGISTERED	TX 6-293-135	11/15/2005	USA
SERVICEGUARD ® (SM)	REGISTERED	2,782,452	11/11/2003	USA
SURFACEGUARD ® (SM)	REGISTERED	2,661,862	12/17/2002	USA
INDUSTRIAL				
BIOGENIC ®	REGISTERED	1,556,415	9/19/1989	USA
CLEANAIRE®	REGISTERED	3,434,674	5/27/2008	USA
NEUGENIC ®	REGISTERED	1,752,153	2/16/1993	USA
ONTRACK ®	REGISTERED	2,103,478	10/7/1997	USA
SLIPEAZEE ®	REGISTERED	2,040,437	2/25/1997	USA
INSTITUTIONAL				
CHEMIZER®	REGISTERED	3,312,508	10/16/2007	USA
ENVIRO CARE ®	REGISTERED	1,933,330	11/7/1995	USA
ENVIRO CARE NOVUS ®	REGISTERED	4,230,130	3/21/2012	USA
GERM-O-SOLV "2" ®	REGISTERED	2,477,785	8/14/2001	USA
JEFFY®	REGISTERED	3,482,906	8/12/2008	USA
NATURE'S SCRUB BRUSH ®	REGISTERED	3,158,537	10/17/2006	USA
PROXI ®	REGISTERED	3,044,513	1/17/2006	USA
RMC GREEN TO THE CORE® (SM)	REGISTERED	3,717,797	12/1/2009	USA
SELECT PLUS ®	REGISTERED	2,529,322	1/15/2002	USA
SNAPI ®	REGISTERED	3,467,942	7/15/2008	USA
SPECTRUM ®	REGISTERED	1,491,793	6/14/1988	USA
THERMO-GLOSS ®	REGISTERED	1,274,702	4/24/1984	USA
ULTRA MARATHON ®	REGISTERED	2,465,612	7/3/2001	USA
ULTRA RESTORE ®	REGISTERED	2,465,613	7/3/2001	USA
INTERNATIONAL				
BRANDGUARD - ARGENTINA CL3	REGISTERED	2.254.217	10/14/2008	Argentina
BRANDGUARD - ARGENTINA CL5	REGISTERED	2.254.216	10/14/2008	Argentina
BRANDGUARD - INDIA CLASS 3&5	PENDING		3/21/2007	India
BRANDGUARD (CHINA)(CLASS 3)	REGISTERED	5953166	10/14/2010	China
BRANDGUARD (CHINA)(CLASS 5)	REGISTERED	5953165	1/28/2011	China

BRANDGUARD ® (IN UK)	REGISTERED	2449993	3/19/2007 UK
BRANDGUARD Class 3 & 5 South Africa	PENDING	2007/14066-7	6/29/2007 South Africa
RMC DESIGN CLASSES 1, 3 & 5 (AU)	REGISTERED	1,168,206	3/27/2007 Australia
RMC LOGO - ARGENTINA CLASS 3	REGISTERED	2,254,218	10/14/2008 Argentina
RMC LOGO - ARGENTINA CLASS 5	REGISTERED	2,254,281	10/22/2008 Argentina
RMC LOGO - COLOMBIA CLASS 3	REGISTERED	346340	12/13/2007 Colombia
RMC LOGO - COLOMBIA CLASS 5	REGISTERED	346339	12/13/2007 Colombia
RMC LOGO - INDIA CLASS 3&5	PENDING		3/27/2007 India
RMC LOGO ® (IN NZ)	REGISTERED	765771	3/27/2007 New Zealand
RMC LOGO ® (in UK)	REGISTERED	2449992	3/19/2007 UK
RMC LOGO -NEW- (CHINA)(CLASS 2)	REGISTERED	5485267	9/21/2009 China
RMC LOGO -NEW- (CHINA)(CLASS 21)	REGISTERED	5485270	7/21/2010 China
RMC LOGO -NEW- (CHINA)(CLASS 5)	REGISTERED	5485269	11/20/2009 China
ROCHESTER MIDLAND (CHINA)(CLASS 3)	REGISTERED	5485268	7/21/2010 China
ROCHESTER MIDLAND (COSTA RICA)(CLASS 3)	REGISTERED	86.319	3/18/1994 Costa Rica
ROCHESTER MIDLAND (COSTA RICA)(CLASS 5)	REGISTERED	87.158	5/27/1994 Costa Rica
ROCHESTER MIDLAND (INDONESIA)(CLASS 3)	REGISTERED	457107	4/12/1999 Indonesia
ROCHESTER MIDLAND (MEXICO)(Class 1)	REGISTERED	00419189	10/29/1991 Mexico
ROCHESTER MIDLAND (MEXICO)(Class 35)	REGISTERED	00420797	10/17/1991 Mexico
SANOR (CHINA)(CLASS 21)	REGISTERED	1460614	10/7/2000 China
SANOR (CHINA)(CLASS 5)	REGISTERED	1453084	10/7/2000 China
SANOR (EL SALVADOR)(CLASS 21)	PENDING	2010099810	3/16/2010 El Salvador
SANOR (EL SALVADOR)(CLASS 3)	PENDING	2010099811	3/16/2010 El Salvador
SANOR (HONG KONG)(CLASS 11)	REGISTERED	2368/1986	10/16/1986 Hong Kong
SANOR (INDONESIA)(CLASS 11)	REGISTERED	IDM000032049	12/30/1985 Indonesia
SANOR (KOREA)(Class 11)	REGISTERED	131,775	10/7/1986 Korea
SANOR (MALAYSIA)(CLASS 11)	REGISTERED	MA/83000403	10/6/1983 Malaysia
SANOR (MALAYSIA)(CLASS 5)	REGISTERED	83000404	10/6/1983 Malaysia
SANOR (MEXICO)(Class 1)	REGISTERED	00426743	10/17/1991 Mexico
SANOR (PHILIPPINES)(CLASS 11)	REGISTERED	50726	6/3/1991 Philippines
SANOR (PHILIPPINES)(CLASS 5)	REGISTERED	4-2011-003202	10/13/2011 Philippines
SANOR (SINGAPORE)(CLASS 11)	REGISTERED	S/T83/05092G	9/26/1983 Singapore
SANOR (SINGAPORE)(CLASS 5)	REGISTERED	T83/05093E	9/26/1983 Singapore
SANOR (SOUTH AFRICA)(CLASS 6)	REGISTERED	93/3120	2/17/1995 South Africa
SANOR (TAIWAN)(CLASS 7 or 11)	REGISTERED	310285	2/16/1986 Taiwan
SANOR (THAILAND)(CLASS 21)	REGISTERED	KOR48608	11/2/1995 Thailand
SANOR SYSTEM (CLASS 3) COSTA RICA	REGISTERED	87.159	5/27/1994 Costa Rica
SANOR SYSTEM (CLASS 5) COSTA RICA	REGISTERED	87.581	1/18/1994 Costa Rica
PERSONAL CARE			
NATURELLE ® (Class 5) Bladder Control	REGISTERED	2,979,540	7/26/2005 USA
NATURELLE ® (Class 5) tampons	REGISTERED	2,795,941	12/16/2003 USA
REST ASSURED ® (block letters)	REGISTERED	2,504,412	11/6/2001 USA
SANISAC ®	REGISTERED	595,077	9/14/1954 USA
SCENTSATIONS ®	REGISTERED	2,589,061	7/2/2002 USA
RML			
BRANDGUARD - CANADA	REGISTERED	1,076,791/TMA568184	9/28/2000 Canada
SANOR (CANADA)	REGISTERED	UCA15444	6/4/2001 Canada
SANOR			
AUTOSANOR Patent	PENDING		10/3/2006 USA
AUTOSANOR®	REGISTERED	3,500,186	9/9/2008 USA
RMC HANDSFREE ® (SM)	REGISTERED	3,295,342	9/18/2007 USA
SANOR ® (US CLASS 3 & 11)	REGISTERED	3,013,364	11/8/2005 USA
WATER ENERGY			
MIDFLOC ®	REGISTERED	2,038,891	2/18/1997 USA
TEAM PROGRAM WORKBOOK Copyright®	REGISTERED	tx 6-232-657	3/29/2005 USA
TEAM PROGRAM WORKBOOK REVISION 221 Copyright	REGISTERED	TX7-230-955	10/5/2010 USA