

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
GSG FASTENERS, LLC		11/18/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MEDLEY CAPITAL CORPORATION, as Agent
Street Address:	600 Montgomery Street
Internal Address:	39th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1240463	COLOR-SNAP
Registration Number:	1773067	COMMON SENSE
Registration Number:	0515518	DOT
Registration Number:	0507337	DOT
Registration Number:	0276809	DOT
Registration Number:	0127721	DOT
Registration Number:	0699061	DOT
Registration Number:	0701200	DOT
Registration Number:	0516339	DOT SNAPPERS
Registration Number:	3028247	DURAMARK
Registration Number:	0526570	GRIPPER
Registration Number:	0379520	GRIPPER
Registration Number:	0347023	GRIPPER

CH \$590.00 1240463

Registration Number:	3711281	KLIKIT
Registration Number:	0729340	LIFT THE DOT
Registration Number:	1050745	MIGHTY SNAPS
Registration Number:	0729341	PULL THE DOT
Registration Number:	1779022	SCOVILL
Registration Number:	0865194	SCOVILL
Registration Number:	0594756	SPEEDY RIVETS
Registration Number:	1145502	SPORTSNAPS
Registration Number:	1426606	TAG LOCK
Registration Number:	1561119	WHIPPER SNAP

CORRESPONDENCE DATA

Fax Number: 4045725100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-572-4600
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Finance Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	11/18/2013

Total Attachments: 17
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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 18th day of November, 2013, by and between GSG FASTENERS, LLC, a Delaware limited liability company having a mailing address at 1802 Scovill Drive (P.O. Box 44), Clarkesville, Georgia 30523-0044 ("Borrower") and MEDLEY CAPITAL CORPORATION, as agent for Lenders (as defined below) having a mailing address at 600 Montgomery Street, 39th Floor, San Francisco, CA 94111 ("Agent").

WITNESSETH:

WHEREAS, Borrower, Global SFI Holdings, LLC, a Delaware limited liability company, as Holdings, any other Person which may from time to time be joined as a borrower thereto, the lenders from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and the Agent, have entered into a Term Loan Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Borrower is required to execute and deliver this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this "Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Borrower hereby agrees with the Agent as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Loan Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Agreement.

"Licenses" shall mean all trademark license agreements of Borrower, including those designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

"Proceeds" shall have the meaning assigned to it under the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower’s right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.”

Notwithstanding anything to the contrary contained herein, in no event shall the term “Collateral” include, and in no event shall any security interest be granted hereunder in, Excluded Property.

3. Representations and Warranties. Borrower covenants and warrants that:

(a) The registered trademarks listed on Schedule A are, as of the date of this Agreement, subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is, as of the date of this Agreement, valid and enforceable;

(c) To the best of Borrower's knowledge, there is no outstanding claim as of the date of this Agreement that the use of any of the Trademarks violates the rights of any third person;

(d) As of the date of this Agreement, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the registered trademarks listed on Schedule A, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for Permitted Encumbrances and the Licenses disclosed on Schedule I attached hereto;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks, except where nonuse would not reasonably be expected to materially adversely affect Borrower; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under its Trademarks.

4. Reserved.

5. New Trademarks.

(a) If, before the Obligations have been irrevocably Paid in Full, Borrower shall obtain rights to any new Licenses, Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall advise Agent of (i) new USPTO-registered Trademarks or applications for Trademarks and all new trademark licenses to which Borrower obtains rights (other than "shrink-wrap", "click-through" and other such licenses generally available in the Ordinary Course of Business) and (ii) claims made, known to Borrower, that the use of any Trademark violates the rights of any third person in its Compliance Certificate delivered at the time it delivers its financial statements referred to in Section 9.7 and in the last sentence of Section 9.9 of the Loan Agreement.

(b) Borrower grants Agent a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Agreement by amending Schedule A to include any future Licenses or Trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement, in each case that constitute Collateral hereunder.

6. Covenants. Borrower covenants and agrees with Agent that from and after the date of this Agreement and until the Obligations are Paid in Full:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Agent, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Agent may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby; provided, however, that Borrower shall not be required to take any actions hereunder in any jurisdiction outside of the United States (including pursuing attachment or perfection over any Trademarks under non-United States laws or with foreign trademark offices). Borrower also hereby authorizes Agent to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be pledged to Agent hereunder and upon the request of the Agent in respect of any promissory note or other instrument (other than checks and like instruments in the Ordinary Course of Business) with a face value in excess of \$250,000, duly endorsed in a manner satisfactory to Agent.

(b) Maintenance of Trademarks. Except in the Ordinary Course of Business, Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided or avoidable, and (unless in the Ordinary Course of Business) shall notify Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. If such Trademark is material to Borrower's business, then Borrower shall take appropriate action at its expense to halt the infringement of such Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Agent and Lenders harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Agent or any Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Agent or any Lender.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral (other than Permitted Encumbrances), and will defend the right, title and interest of Agent in and to any of Borrower's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, except in the Ordinary Course of Business.

(f) Notices. Borrower will advise Agent promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant any license (unless (i) in consideration for such license, Borrower is granted the right to receive royalty payments reflecting the fair market value of such license, (ii) such licenses are non-exclusive and are granted to Borrower's customers in the Ordinary Course of Business or (iii) such security interest is granted to the ABL Agent pursuant to the ABL Documents), or otherwise dispose of any of the Collateral, without prior written consent of Agent (other than Collateral, which in Borrower's reasonable business judgment, is not material to Borrower's business).

(h) Exercise of Rights; Delivery of Notices. Borrower shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Agent a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Agent's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Agent the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Agent for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Agent or as Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Agent were the absolute owner thereof for all purposes, and to do, at Agent's option all acts and things which Agent deems necessary to protect, preserve or realize upon the Collateral and Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Agent may require in order to confirm this power of attorney, or which Agent may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction).

(d) Borrower also authorizes Agent to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower shall execute and deliver to Agent, in the form of Exhibit I hereto, four (4) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof. Agent agrees that it shall not use any such Power of Attorney unless an Event of Default has occurred and is continuing.

9. Performance by Agent of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Agent, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Agent incurred in connection with such performance or compliance shall be payable by Borrower to Agent on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing and be declared by Agent to Borrower:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Agent and Lenders, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Agent, in the same form as received by Borrower (duly indorsed by Borrower to Agent, if required); and

(ii) Any and all such payments so received by Agent (whether from Borrower or otherwise) may, in the sole discretion of Agent, be held by Agent as collateral security for, and/or then or at any time thereafter applied in whole or in part by Agent against all or any part of the Obligations in such order as Agent shall elect. Any balance of such payments held by Agent and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Agent and Lenders may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Agent and Lenders are entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Agent and Lenders to collect any such deficiency and also as to any reasonable attorney's fees incurred by Agent and Lenders with respect to the collection of any of the Obligations and the enforcement of any of Agent's respective rights hereunder.

11. Termination. At such time as the Obligations are Paid in Full, this Agreement shall terminate and Agent shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

12. Notices. Any notice to Agent or Borrower under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

13. No Waiver. No course of dealing between Borrower, Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Agent's and Lenders' rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Agent, all future holders of the Obligations and their respective successors and assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Electronic Transmission. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original

and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission or other electronic transmission (such as a .pdf or .tif file) shall be deemed to be an original signature hereto.

21. Intercreditor Agreement. Anything in this Agreement to the contrary notwithstanding, the lien and security interest granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

GSG FASTENERS, LLC, as Borrower

By: Gary P. Reinert
Name: Gary P. Reinert
Title: CFO

MEDLEY CAPITAL CORPORATION, as
Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

GSG FASTENERS, LLC, as Borrower

By: _____
Name:
Title:

MEDLEY CAPITAL CORPORATION, as Agent

By:  _____
Name: Richard Monte
Title: Chief Financial Officer

Dated: November 15, 2013

GSG FASTENERS, LLC

By: Gary P. Reinert
Name: Gary P. Reinert
Title: CFO

Kimberly Buckshue
Exp. 07/01/2017

STATE OF Georgia)
COUNTY OF Haberham) ss:

On the 15th day of November, 2013, before me personally came Gary Beinert to me known, who being by me duly sworn, did depose and say s/he is the CFO of GSG Fasteners, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized by such limited liability company to sign her/his name thereto.

Shirley J. Bradshue
Notary Public

My Commission Expires: 07/06/2017

SCHEDULE A

Trademark Name	Registration No.
1. COLOR-SNAP	1240463
2. COMMON SENSE	1773067
3. DOT	0515518
4. DOT	0507337
5. DOT	0276809
6. DOT	0127721
7. DOT	0699061
8. DOT	0701200
9. DOT SNAPPERS	0516339
10. DURAMARK	3028247
11. GRIPPER	0526570
12. GRIPPER	0379520
13. GRIPPER	0347023
14. KLIKIT	3711281
15. LIFT THE DOT	0729340
16. MIGHTY SNAPS	1050745
17. PULL THE DOT	0729341
18. SCOVILL	1779022
19. SCOVILL	0865194
20. SPEEDY RIVETS	0594756
21. SPORTSNAPS	1145502
22. TAG LOCK	1426606
23. WHIPPER SNAP	1561119

Schedule A

SCHEDULE I

LICENSES

1. Trademark License and Supply Agreement dated as of September 29, 2009 between Borrower as Licensor and Ti Tong Products Ltd. as Licensee.

2. Licensing and Distribution Agreement dated as of November 1, 2006 by and between Borrower and Topmax International Limited.

EXHIBIT I

SPECIAL POWER OF ATTORNEY

STATE OF _____)
)
COUNTY OF _____) ss:

KNOW ALL MEN BY THESE PRESENTS, that GSG FASTENERS, LLC, a limited liability company formed under the laws of Delaware, with its principal office at 1802 Scovill Drive, Clarksville, Georgia 30523-0044 ("Borrower"), pursuant to that certain Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes MEDLEY CAPITAL CORPORATION, with offices at 600 Montgomery Street, 39th Floor, San Francisco, CA 94111 (the "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Agreement, the trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated: _____, 2013

GSG FASTENERS, LLC

By: _____
Name:
Title:

