

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
SHURTECH BRANDS, LLC		11/14/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	231 S. LaSalle Street, 10th Floor
Internal Address:	Mailcode: IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 36		
Property Type	Number	Word Mark
Serial Number:	85570816	EARN YOUR STRIPES
Serial Number:	85582382	DUCK BRAND
Serial Number:	85583997	DUCK BRAND DUCK
Serial Number:	85627927	DUCKORATE
Serial Number:	85629067	STICK OR TREAT
Serial Number:	85664967	EASYFORM
Serial Number:	85702761	MY DESIGN
Serial Number:	85702823	DUCK THE HALLS
Serial Number:	85768082	GECKOTECH
Serial Number:	85814993	EASY STICK
Serial Number:	85829986	DUCKLINGS
Serial Number:	85830012	FROM TOOL TO COOL

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Serial Number:	85870064	DUCK CRAFT
Serial Number:	85870099	DUCK PAPER
Serial Number:	85870116	DUCK FABRIC
Serial Number:	85870139	DUCK PRISM
Serial Number:	85870166	DUCK WASHI
Serial Number:	85888940	DUCK GLITTER
Serial Number:	85922428	FIBERFILTER
Serial Number:	85922443	AQUAFLOW
Serial Number:	85922462	WATER DRAINS THROUGH. KEEPS LEAVES OUT.
Serial Number:	85953291	DUCKSTINCTIVE
Serial Number:	85953293	DUCKASION
Serial Number:	85953295	DUCKALICIOUS
Serial Number:	85956054	EXPRESS DECOR
Serial Number:	85960137	DUCKTIVITY
Serial Number:	85960170	DUCK OR TREAT
Serial Number:	85973960	DUCK SHIMMER
Serial Number:	86016297	EIY
Serial Number:	85085397	DUCK TAPE CLUB
Serial Number:	85106391	UV BLOC
Serial Number:	77908725	ZIG-ZAG ZEBRA
Serial Number:	85450566	DUCKTIVITIES
Serial Number:	85450576	DUCKTIVITIES
Serial Number:	85423241	MATRIX
Serial Number:	85237929	REAL FANS STICK TOGETHER

CORRESPONDENCE DATA

Fax Number: 7044448847

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

Phone: 704-343-2000

Email: ksaltrick@mcguirewoods.com

Correspondent Name: McGuireWoods LLP

Address Line 1: 201 North Tryon Street

Address Line 2: Attention: Rebecca Chaffin, Esq.

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

4452178-2854

NAME OF SUBMITTER:

Rebecca Chaffin/McGuireWoods LLP

TRADEMARK

REEL: 005158 FRAME: 0262

/s/ Rebecca Chaffin

Date:

11/19/2013

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SHURTECH BRANDS, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) North Carolina, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 14, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: Mailcode: IL1-231-10-41

City: 231 S. LaSalle Street, 10th Floor

State: Chicago

Country: USA Zip: 60697

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other National Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule 1 attached hereto.

B. Trademark Registration No.(s)

See Schedule 1 attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: McGuireWoods LLP

Internal Address: Attention: Rebecca Chaffin, Esq.

Street Address: 201 North Tryon Street

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2000

Docket Number: 4452178-2854

Email Address: rchaffin@mcguirewoods.com

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 915.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

November 14, 2013

Date

Rebecca S. Chaffin, Esq./McGuireWoods LLP, counsel to Receiving Party

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1
to
USPTO RECORDATION FORM COVER SHEET

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER: ShurTech Brands, LLC

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
EARN YOUR STRIPES	UNITED STATES	041	85/570,816	3/15/2012	4,281,819	1/29/2013	REGISTERED
DUCK BRAND	UNITED STATES	017	85/582,382	3/28/2012	4,339,820	5/21/2013	REGISTERED
DUCK BRAND DUCK & Design	UNITED STATES	017	85/583,997	3/29/2012	4,339,826	5/21/2013	REGISTERED
DUCKQRATE	UNITED STATES	017	85/627,927	5/17/2012			ALLOWED
STICK OR TREAT	UNITED STATES	017, 035, 041	85/629,067	5/18/2012	4,237,807	11/6/2012	REGISTERED
EASYFORM	UNITED STATES	016, 041	85/664,967	6/29/2012			ALLOWED
MY DESIGN	UNITED STATES	017, 041	85/702,761	8/14/2012			ALLOWED
DUCK THE HALLS	UNITED STATES	017	85/702,823	8/14/2012	4,419,669	10/15/2013	REGISTERED
GECKOTECH	UNITED STATES	20	85/768,082	10/31/2012			ALLOWED
EASY STICK	UNITED STATES	16	85/814,993	1/3/2013			PENDING
DUCKLINGS	UNITED STATES	017	85/829,986	1/23/2013			ALLOWED
FROM TOOL TO COOL	UNITED STATES	17	85/830,012	1/23/2013			ALLOWED
DUCK CRAFT	UNITED STATES	016	85/870,064	3/7/2013			ALLOWED
DUCK PAPER	UNITED STATES	16	85/870,099	3/7/2013			ALLOWED
DUCK FABRIC	UNITED STATES	016	85/870,116	3/7/2013			ALLOWED
DUCK PRISM	UNITED STATES	16	85/870,139	3/7/2013			ALLOWED
DUCK WASHI	UNITED STATES	016	85/870,166	3/7/2013			ALLOWED
DUCK GLITTER	UNITED STATES	016	85/888,940	3/28/2013			ALLOWED
FIBERFILTER	UNITED STATES	19	85/922,428	5/3/2013			PENDING
AQUAFLOW	UNITED STATES	019	85/922,443	5/3/2013			ALLOWED
WATER DRAINS THROUGH. KEEPS LEAVES OUT.	UNITED STATES	19	85/922,462	5/3/2013			PENDING

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
DUCKSTINCTIVE	UNITED STATES	17	85/953,291	6/7/2013			ALLOWED
DUCKASION	UNITED STATES	17	85/953,293	6/7/2013			ALLOWED
DUCKALICIOUS	UNITED STATES	017	85/953,295	6/7/2013			ALLOWED
EXPRESS DECOR	UNITED STATES	17	85/956,054	6/11/2013			PENDING
DUCKTIVITY	UNITED STATES	041	85/960,137	6/14/2013			PENDING
DUCK OR TREAT	UNITED STATES	17	85/960,170	6/14/2013			PENDING
DUCK SHIMMER	UNITED STATES	016	85/973,960	7/1/2013			PENDING
EIY	UNITED STATES	16, 17	86/016,297	7/22/2013			PENDING
DUCK TAPE CLUB	UNITED STATES	41	85/085,397	7/15/2010	3,930,920	3/15/2011	REGISTERED
UV BLOC	UNITED STATES	17	85/106,391	8/12/2010	3,976,154	6/7/2011	REGISTERED
ZIG-ZAG ZEBRA	UNITED STATES	17	77/908,725	1/11/2010	4,032,228	9/27/2011	REGISTERED
DUCKTIVITIES	UNITED STATES	16, 17, 28	85/450,566	10/19/2011			ALLOWED
DUCKTIVITIES	UNITED STATES	035, 041	85/450,576	10/19/2011	4,146,708	5/22/2012	REGISTERED
MATRIX	UNITED STATES	16	85/423,241	9/15/2011			PENDING
REAL FANS STICK TOGETHER	UNITED STATES	017	85/237,929	2/9/2011	4,298,685	3/5/2013	REGISTERED

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 14, 2013 (this "Trademark Security Agreement"), is made by **STM INDUSTRIES, INC.**, a North Carolina corporation ("STM"), and **SHURTAPE TECHNOLOGIES, LLC**, a North Carolina limited liability company ("Shurtape" and together with STM, collectively, the "Borrowers" and each individually, a "Borrower"), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWERS AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY AGREEMENT JOINDER AGREEMENT** (each a "Grantor" and, together with the Borrowers, collectively, the "Grantors"), for the Secured Parties (as defined in the Security Agreement referenced below; all capitalized terms used but not defined herein shall have the meanings given to such terms in such Security Agreement).

RECITALS:

A. STM Industries, Inc., a North Carolina corporation ("STM"), and Shurtape Technologies, LLC, a North Carolina limited liability company (together with STM, collectively, the "Borrowers" and each individually, a "Borrower"), certain of their Subsidiaries, each other person who shall become a party thereto by execution of a Security Agreement Joinder Agreement and the Collateral Agent, are party to a Security Agreement dated as of May 29, 2009 (as amended and as in effect on the date hereof, the "Security Agreement").

B. Pursuant to the Security Agreement, the Grantor has agreed to execute and deliver to the Collateral Agent this Trademark Security Agreement.

In order to induce the Secured Bank Creditors to from time to time make and maintain extensions of credit under the Credit Agreement, Secured Cash Management Agreements and Secured Hedge Agreements and to induce the Senior Noteholders to amend the Senior Notes Purchase Agreement, the Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth U.S. Trademarks owned by Grantor, and Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under the U.S. Trademarks and all proceeds thereof listed on Schedule 1, which such security interest shall secure the Secured Obligations.

2. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

3. **Termination.** Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.


4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

[Signature page follows.]

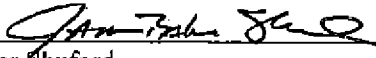
IN WITNESS WHEREOF, the Grantor has duly executed and delivered this Trademark Security Agreement as of the day and year first written above.

GRANTORS:


STM INDUSTRIES, INC.

By: 
Name: James Baker Shuford
Title: Executive Vice President

SHURTAPE TECHNOLOGIES, LLC


By: 
Name: James Baker Shuford
Title: Manager

SHUFORD MILLS, LLC

By: 
Name: James Baker Shuford
Title: Manager


SHURTAPE CANADA HOLDINGS, LLC

By: Shurtape Technologies, LLC, its sole member


By: 
Name: James Baker Shuford
Title: Manager

SHURTAPE LEASING, LLC

By: STM Industries, Inc., its sole member

By: 
Name: James Baker Shuford
Title: Executive Vice President

SHURTECH BRANDS, LLC

By: 
Name: James Baker Shuford
Title: Manager

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005158 FRAME: 0270

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: Alan Stephens

Name: Alan Stephens

Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005158 FRAME: 0271

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

OWNER: ShurTech Brands, LLC

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DUCKALICIOUS	UNITED STATES	017	85/953,295	6/7/2013			ALLOWED
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DUCKTIVITY	UNITED STATES	041	85/960,137	6/14/2013			PENDING
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DUCK SHIMMER	UNITED STATES	016	85/973,960	7/1/2013			PENDING
EIY	UNITED STATES	16, 17	86/016,297	7/22/2013			PENDING
DUCK TAPE CLUB	UNITED STATES	41	85/085,397	7/15/2010	3,930,920	3/15/2011	REGISTERED
UV BLOC	UNITED STATES	17	85/106,391	8/12/2010	3,976,154	6/7/2011	REGISTERED
ZIG-ZAG ZEBRA	UNITED STATES	17	77/908,725	1/11/2010	4,032,228	9/27/2011	REGISTERED
DUCKTIVITIES	UNITED STATES	16, 17, 28	85/450,566	10/19/2011			ALLOWED
DUCKTIVITIES	UNITED STATES	035, 041	85/450,576	10/19/2011	4,146,708	5/22/2012	REGISTERED
MATRIX	UNITED STATES	16	85/423,241	9/15/2011			PENDING
REAL FANS STICK TOGETHER	UNITED STATES	017	85/237,929	2/9/2011	4,298,685	3/5/2013	REGISTERED

OWNER: Shurtape Technologies, LLC

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
FLOORMATE	UNITED STATES	017	85/568,839	3/14/2012	4,277,213	1/15/2013	REGISTERED
TRUE TO YOUR WORK	UNITED STATES	16, 17	85/647,942	6/10/2012	4,322,213	4/16/2013	REGISTERED
SHURTAPE & Design	UNITED STATES	016, 017	85/647,950	6/10/2012			ALLOWED
SHURTAPE TRUE TO YOUR WORK & Design	UNITED STATES	016, 017	85/647,952	6/10/2012			ALLOWED
SHURTAPE	UNITED STATES	016, 017	85/649,182	6/12/2012	4,356,736	6/25/2013	REGISTERED
HP 132	UNITED STATES	017	85/725,444	9/11/2012	4,338,080	5/21/2013	REGISTERED
SHURSEAL	UNITED STATES	007, 017	85/746,466	10/5/2012			ALLOWED
SURESEAL	UNITED STATES	07	77/590,894	10/11/2008	3,672,037	8/25/2009	REGISTERED
AP180	UNITED STATES	17	85/017,057	4/19/2010	3,959,568	5/10/2011	REGISTERED
GOOD TO THE CORE	UNITED STATES	017	85/447,896	10/14/2011	4,388,730	8/20/2013	REGISTERED
HOLD STRONG	UNITED STATES	016, 017	85/352,464	6/22/2011	4,166,787	7/3/2012	REGISTERED
FROGTAPE	UNITED STATES	016, 017	85/783,967	11/20/2012	4,338,856	5/21/2013	REGISTERED
FROG	UNITED STATES	17	77/705,658	4/2/2009	3,698,593	10/20/2009	REGISTERED
FROG	UNITED STATES	16	77/705,654	4/2/2009	3,783,491	5/4/2010	REGISTERED
Frog Design	UNITED STATES	16	77/705,686	4/2/2009	3,698,596	10/20/2009	REGISTERED
Frog Design	UNITED STATES	17	77/705,712	4/2/2009	3,698,599	10/20/2009	REGISTERED
Frog Design	UNITED STATES	25	77/705,723	4/2/2009	3,783,493	5/4/2010	REGISTERED
Frog Design	UNITED STATES	17	77/705,681	4/2/2009	3,698,595	10/20/2009	REGISTERED
Frog Design	UNITED STATES	25	77/705,720	4/2/2009	3,701,300	10/27/2009	REGISTERED
Frog Design	UNITED STATES	18	77/705,718	4/2/2009	3,701,299	10/27/2009	REGISTERED
Frog Design	UNITED STATES	16	77/705,677	4/2/2009	3,783,492	5/4/2010	REGISTERED
Frog Design	UNITED STATES	17	77/705,673	4/2/2009	3,789,411	5/18/2010	REGISTERED
Frog Design	UNITED STATES	16	77/705,668	4/2/2009	3,789,410	5/18/2010	REGISTERED
PAINT BLOCK	UNITED STATES	016	78/385,264	3/16/2004	3,234,253	4/24/2007	REGISTERED
FROG TAPE	UNITED STATES	17	77/705,650	4/2/2009	3,698,591	10/20/2009	REGISTERED

Mark	Country	Classes	Application #	File Date	Registration #	Registration Date	Status
FROG TAPE	UNITED STATES	16	78/297,782	9/10/2003	3,245,314	5/22/2007	REGISTERED
FROG TAPE ULTIMATE CHOICE FOR PAINTING	UNITED STATES	17	77/539,428	8/5/2008	3,704,208	11/3/2009	REGISTERED
DESIGN WITH SHARP PAINT LINES!	UNITED STATES	017	85/854,080	2/19/2013			ALLOWED
LIQUID PAINTBLOCK EDGE SEALER & Design	UNITED STATES	017	85/854,097	2/19/2013			ALLOWED
PATENTED FROGTAPE KEEPS PAINT OUT. KEEPS LINES SHARP. & Design	UNITED STATES	016, 017	85/961,132	6/17/2013			PENDING
FROGTAPE	UNITED STATES	16, 17	85/226,219	1/26/2011	4,012,472	8/16/2011	REGISTERED
KEEPS PAINT OUT. KEEPS LINES SHARP.	UNITED STATES	16, 17	85/071,503	6/25/2010	3,886,479	12/7/2010	REGISTERED
PAINTBLOCK	UNITED STATES	16, 17	85/308,147	4/29/2011	4,073,689	12/20/2011	REGISTERED
PAINTBLOCK Logo Design	UNITED STATES	16, 17	85/312,212	5/4/2011	4,073,845	12/20/2011	REGISTERED

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