

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pylon Manufacturing Corp.		10/31/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation , as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	78796149	EZ-LOK	
Serial Number:	78920426	FORECAST	
Serial Number:	74155028	LEXOR	
Serial Number:	78824912	M-GUARD	
Serial Number:	86311564	OPTIMUM	
Serial Number:	78920420	OPTIMUM	
Serial Number:	76453257	POWER BLADE	
Serial Number:	85087599	PRO-FUSION COLOR	
Serial Number:	85922730	PRO-FUSION COLOR	
Serial Number:	72416568	PYLON	
Serial Number:	78853449	RADIUS	
Serial Number:	85853276	RAINFORCE	
Serial Number:	77107478	SIGHTLINE	
Serial Number:	85700247	SMART-FLEX DESIGN	
Serial Number:	85700243	SMART HINGE	
Serial Number:	77840466	STEALTH	
Serial Number:	85417648	STEALTH PRO SERIES	
Serial Number:	85455545	STEALTH ULTRA	
Serial Number:	78902900	SUPERIOR SATISFACTION GUARANTEED STREAK	
Serial Number:	78920432	SYMPHONY	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	77800524	SYMPHONY PRO SERIES
Serial Number:	76391782	TRUE FIT
Serial Number:	77401624	WIPEREXPERT

CORRESPONDENCE DATA

Fax Number: 2129408776
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-940-6522
Email: christine.guthrie@kattenlaw.com
Correspondent Name: Christine Guthrie
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Christine Guthrie
SIGNATURE:	/Christine Guthrie/
DATE SIGNED:	11/05/2014

Total Attachments: 8

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- source=Qualitor - Trademark Security Agreement (Pylon) (Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2014, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent for the benefit of the Secured Parties as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

PYLON MANUFACTURING CORP.,
as Grantor

By: 
Name: Scott Gibratz
Title: Chief Financial Officer

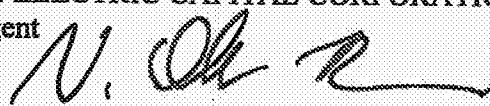
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____


Name: Virginie Ott-Bono, CFA
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks:

Owner	Jurisdiction	Trademark	Application #	Application Date	Registration #	Registration Date
Pylon Manufacturing Corp.	United States	EZ-LOK EZ-LOK	78/796,149	1/20/2006	3263095 7/10/2007	
Pylon Manufacturing Corp.	United States	FORECAST FORECAST	78/920,426	6/29/2006	3360918 / 12/25/2007	
Pylon Manufacturing Corp.	United States	LEXOR	74/155,028	4/8/1991	1673386	1/28/1992
Pylon Manufacturing Corp.	United States	M-GUARD M-GUARD	78/824,912	2/28/2006	3314411	10/16/2007
Pylon Manufacturing Corp.	United States	OPTIMUM OPTIMUM	86/311,564	6/17/2014		
Pylon Manufacturing Corp.	United States	OPTIMUM OPTIMUM	78/920,420	6/29/2006	3464431	7/8/2008
Pylon Manufacturing Corp.	United States	POWER BLADE	76/453,257	9/25/2002	2803440	1/6/2004

Owner	Jurisdiction	Trademark	Application #	Application Date	Registration #	Registration Date
Pylon Manufacturing Corp.	United States	PRO-FUSION COLOR	85/087,599	7/19/2010	4218361	10/2/2012
Pylon Manufacturing Corp.	United States	PRO-FUSION COLOR PRO-FUSION COLOR	85/922,730	5/3/2013	4440246	11/26/2013
Pylon Manufacturing Corp.	United States	PYLON	72/416,568	2/25/1972	966939	8/28/1973
Pylon Manufacturing Corp.	United States	RADIUS RADIUS	78/853,449	4/4/2006	3270345	7/24/2007
Pylon Manufacturing Corp.	United States	RAINFORCE RAINFORCE	85/853,276	2/19/2013	4539315	5/27/2014
Pylon Manufacturing Corp.	United States	SIGHTLINE SIGHTLINE	77/107,478	2/14/2007	3648049	6/30/2009
Pylon Manufacturing Corp.	United States	SMART-FLEX DESIGN SMART-FLEX DESIGN	85/700,247	8/10/2012	4489178	2/25/2014
Pylon Manufacturing Corp.	United States	SMART HINGE SMART HINGE	85/700,243	8/10/2012	4526434	5/6/2014

Owner	Jurisdiction	Trademark	Application #	Application Date	Registration #	Registration Date
Pylon Manufacturing Corp.	United States	STEALTH	77/840,466	10/2/2009	3938667	3/29/2011
Pylon Manufacturing Corp.	United States	STEALTH PRO SERIES 	85/417,648	9/8/2011	4236276	11/6/2012
Pylon Manufacturing Corp.	United States	STEALTH ULTRA STEALTH ULTRA	85/455,545	10/25/2011	4251301	11/27/2012
Pylon Manufacturing Corp.	United States	SUPERIOR SATISFACTION GUARANTEED STEAK FREE WIPE 	78/902,900	6/7/2006	3383230	2/12/2008
Pylon Manufacturing Corp.	United States	SYMPHONY SYMPHONY	78/920,432	6/29/2006	3360919	12/25/2007
Pylon Manufacturing Corp.	United States	SYMPHONY PRO SERIES SYMPHONY PRO SERIES	77/800,524	8/10/2009	3842856	8/31/2010
Pylon Manufacturing Corp.	United States	TRUE FIT	76/391,782	4/8/2002	2669082	12/31/2002

Owner	Jurisdiction	Trademark	Application #	Application Date	Registration #	Registration Date
Pylon Manufacturing Corp.	United States	WIPEREXPERT WiperExpert	77/401,624	2/20/2008	3490812	8/19/2008