

01-31-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Commissioner of Patents and

al document or copy thereof.

1. Name of Party(ies) conveying an interest:

101599775

Address of Party(ies) receiving an interest:

HIRSH INDUSTRIES, INC.
1500 Delaware Avenue
Des Moines, Iowa 50317

Re: 16-01

PRUDENTIAL CAPITAL PARTNERS, L.P.
525 West Monroe Street, Suite 1600
Chicago, Illinois 60661

6

<input type="checkbox"/>	Individual(s)	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation - Iowa		
<input type="checkbox"/>	Other		

<input type="checkbox"/>	Individual	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input checked="" type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Corporation		
<input type="checkbox"/>	Other		
<input type="checkbox"/>	Citizenship		

3. Interest Conveyed:

<input type="checkbox"/>	Assignment	<input type="checkbox"/>	Change of Name
<input checked="" type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Other		

If not domiciled in the United States, a domestic representative designation is attached:

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

Effective Date: October 18, 2000

4. Application number(s) or registration number(s). Additional sheet attached?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
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A. Trademark Application No.(s) 75/605,400

B. Trademark Registration No.(s) 1,015,808

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

Name: Jerry W. Mills, Esq.
Baker Botts L.L.P.
Street Address: 2001 Ross Avenue
City: Dallas
State: Texas Zip: 75201

6. Number of applications and registrations involved: 20

7. Amount of fee enclosed or authorized to be charged: \$515.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jerry W. Mills
Name of Person Signing

[Signature]
Signature

1/16/01
Date

Total number of pages including cover sheet

OMB No. 0651-0011 (exp.4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

01-31-2001 A44MED1 00000065 020384 75060400

1-31-01 40.00 CH
1-31-01 475.00 CH

(Attorney's Docket: 002328.0648)

Section 4A - Trademark Application Nos.

75/606,520

75/714,500

75/714,501

75/714,520

75/714,585

75/714,594

75/714,595

75/714,806

Section 4B - Trademark Registration Nos.

1,314,662

1,403,168

1,444,158

1,657,803

1,867,654

1,898,555

2,053,129

2,097,611

2,097,612

2,140,074

11-08-2000

10-26-00



101510390

To the Honorable Commissioner of

original document or copy thereof.

Name and Address of Party(ies) receiving an interest:

1. Name of Party(ies) conveying an interest:
HIRSH INDUSTRIES, INC.

PRUDENTIAL CAPITAL PARTNERS, L.P.

- Individual(s)
- General Partnership
- Corporation - Iowa
- Other
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:
- Assignment
 - Security Agreement
 - Other
 - Change of Name
 - Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

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401 40.00 OP
402 475.00 OP

DO NOT USE THIS SPACE

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Jerry W. Mills
Name of Person Signing

Signature

10/23/00
Date
Total number of pages including cover sheet

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TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT, dated as of October 18, 2000, is made by HIRSH INDUSTRIES, INC., an Iowa corporation, having its chief executive office at 1500 Delaware Avenue, Des Moines, Iowa 50317 (the "**Company**") in favor of PRUDENTIAL CAPITAL PARTNERS, L.P., a Delaware limited partnership ("**PC Partners**").

WITNESSETH:

WHEREAS, HIRSH INDUSTRIES, INC., an Iowa corporation (the "**Company**") and PC Partners have entered into a Subordinated Note Purchase Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Agreement**") pursuant to which the Company has issued and sold to PC Partners \$25,000,000 aggregate principal amount of the Company's 18.00% Senior Subordinated Secured Notes due December 30, 2005 (the "**Original Notes**" and, together with any other Notes issued from time to time pursuant to the Note Agreement, including, without limitation, the PIK Notes, collectively, the "**Notes**"); and

WHEREAS, it is a condition to the agreement of PC Partners to purchase the Original Notes that this Agreement shall have been executed and delivered and shall be in full force and effect and the Company shall have granted the security interest contemplated hereby;

NOW THEREFORE, in order to induce, and in consideration of, the execution and delivery of the Note Agreement and the purchase of the Notes by PC Partners, the Company hereby covenants and agrees, and represents and warrants as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Note Agreement shall have the meanings specified in the Note Agreement.

(b) The words "hereof," "herein" and "hereunder" and words like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) The following terms shall have the following meanings:

"**Agreement**" means this Trademark and License Security Agreement, as

amended, restated, supplemented or otherwise modified from time to time.

"Secured Obligations" means the following: (a) the full and prompt payment of the principal of, Yield-Maintenance Amount, if any, interest and all other amounts due with respect to the Notes or the Note Agreement from time to time outstanding (including, without limitation, the Contingent Interest Payment), as and when such amounts shall become due and payable, whether by lapse of time, upon redemption, prepayment or purchase, by extension or by acceleration or declaration or otherwise (including, without limitation, interest due on overdue payments of principal, Yield-Maintenance Amount, if any, or interest at the rate set forth in the Notes or any other amounts due thereunder or under the Note Agreement, including, without limitation, the Contingent Interest Payment) in coin or currency of the United States of America which at the time of payment or demand therefor shall be legal tender for the payment of public and private debts; (b) the full and prompt payment, performance and observance by the Company and any other Person (other than PC Partners) of all obligations, covenants, conditions and agreements contained in any Note Document; and (c) the full and prompt payment upon demand by any holder of any Note of all costs and expenses (including, without limitation, attorneys' fees and expenses), if any, as shall have been expended or incurred in the protection or enforcement of any right or privilege under the Notes, the Note Agreement, or any of the other Note Documents or in the protection or enforcement of any rights, privileges or liabilities thereunder or in any consultation or action in connection therewith.

"Security Agreement" shall mean that certain Security Agreement dated of even date herewith executed by the Company and the Guarantors in favor of PC Partners, as amended, restated, supplemented or otherwise modified from time to time.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Company hereby grants to PC Partners a security interest, subject in priority only to any Lien permitted pursuant to paragraph 6C(1)(ii) of the Note Agreement, with power of sale to the extent permitted by applicable law, in and to all of the Company's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trade marks, trademark applications, registered service marks and service applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in

connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Company's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(ii) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether the Company is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of PC Partners' rights under the Note Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. The Company will not, without PC Partners' prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Company further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to PC Partners under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of the Company's business.

4. New Trademarks. The Company represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, tradenames, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, tradenames, service marks, registered service marks and service mark applications now owned or held by the Company. If, prior to the termination of this Agreement, the Company shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registration, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and the Company shall

give to PC Partners prompt written notice thereof. The Company hereby authorizes PC Partners to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trade marks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

5. Royalties. The Company hereby agrees that the use by PC Partners of the Trademarks and Licenses as authorized hereunder shall be co-extensive with the Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from PC Partners to the Company.

6. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Secured Obligations have been paid in full and the Note Agreement terminated.

7. Right to Inspect; Further Assignments and Security Interests. PC Partners shall have the right, at any reasonable time and from time to time, to inspect the Company's premises and to examine the Company's books, records and operations relating to the Trademarks, including, without limitation, the Company's quality control processes; provided, that in conducting such inspections and examinations, PC Partners shall use its best efforts not to disturb unnecessarily the conduct of the Company's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Note Agreement, the Company agrees that PC Partners or a conservator appointed by PC Partners, shall have the right to establish such reasonable additional product quality controls as PC Partners or such conservator, in its sole judgment may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks. The Company agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of PC Partners, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of PC Partners.

8. Duties of the Company. The Company shall have the duty, to the extent desirable in the normal conduct of the Company's business and consistent with the Company's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as the

Company deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of the Company's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by the Company. The Company shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to the Company's knowledge, shall be necessary or economically desirable in the operation of the Company's business. The Company agrees to retain an experienced trademark attorney reasonably acceptable to PC Partners for the filing and prosecution of all such applications and other proceedings. PC Partners shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, PC Partners shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Company and added to the Secured Obligations.

9. Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Note Agreement, PC Partners shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if PC Partners shall commence any such suit, the Company shall, at the request of PC Partners, do any and all lawful acts and execute any and all proper documents required by PC Partners in aid of such enforcement. The Company shall, upon demand, promptly reimburse and indemnify PC Partners for all costs and reasonable expenses incurred by PC Partners in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' fees and expenses). If, for any reason whatsoever, PC Partners is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Secured Obligations.

10. Waivers. No course of dealing between the Company and PC Partners, and no failure to exercise or delay in exercising on the part of PC Partners any right, power or privilege hereunder or under the Note Agreement shall operate as a waiver of any of PC Partners' rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Note Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, PC Partners may exercise any of the rights and remedies provided in this Agreement, the Note Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, the Company acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral under the Security Agreement and PC Partners shall have the right to exercise its rights under the Security Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, PC Partners or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Company's business.

12. 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.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of PC Partners' rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company hereby irrevocably appoints PC Partners as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default and the giving by PC Partners of written notice to the Company of PC Partners' intention to enforce its rights and claims against the Company, the Company hereby authorizes PC Partners to, in its sole discretion (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for PC Partners in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as PC Partners deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. PC Partners shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of the Company's business connected with the use of, and symbolized by, such Trademarks, the Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of PC Partners under the Note Agreement, but rather is intended to facilitate the exercise of such rights and remedies. PC Partners shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of PC Partners, any subsequent holders of the Notes, and their respective nominees, successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however that the Company shall not voluntarily assign its obligations hereunder without the prior written consent of PC Partners. PC Partners and any subsequent holder of the Notes may assign, indorse or transfer any instrument evidencing all or any part of the Secured Obligations as provided in, and in accordance with, the

Note Agreement, and the holder of such instrument shall be entitled to the benefit of this Agreement.

16. Governing Law. **THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.**

17. Notices. All notices or other communications provided for hereunder shall be in writing and sent by first class mail or nationwide overnight delivery service (with charges prepaid) and (i) if to PC Partners, addressed to PC Partners at the address specified for communications in the Purchaser Schedule of the Note Agreement, or at such other address as PC Partners shall have specified to the other parties in writing, and (ii) if to the Company, addressed to it at 1500 Delaware Avenue, Des Moines, Iowa 50317, Attention: Wayne Stewart, or at such other address as the Company shall have specified to PC Partners and PC Partners in writing, and with a courtesy copy to Katten Muchin Zavis, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60661, Attention: Bruce Wilson; provided, however, that any such communication to the Company may also, at the option of PC Partners, be delivered by any other means either to the Company at the address specified above or to any officer of the Company.

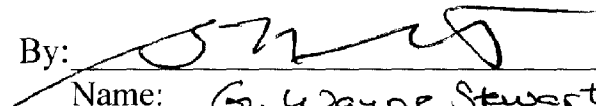
18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in 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 one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark and License Security Agreement on the day and year first above written.

HIRSH INDUSTRIES, INC.

By: 
Name: G. Wayne Stewart
Title: President

Schedule #.#
(Trademarks)

Mark	Security Interest	Reg'n No. [App'n No.]	Country
EASYFILE DESIGN and Design	None recorded	TMA387017	Canada
H and Design ^{1/}	None recorded	[75-714,500]	U.S.
HIRSH INDUSTRIES ^{2/}	None recorded	[75-714,594]	U.S.
HIRSH SHELF HELP	Fleet Capital Corp.	1,867,654	U.S.
HIRSH SHELF HELP	None recorded	TMA447974	Canada
IRON HORSE INDUSTRIAL STRENGTH and Design	None recorded	[75-714,501]	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH	Fleet Capital Corp.	1,898,555	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH ^{3/}	None recorded	TMA514524	Canada
M MEG and Design ^{4/}	Barclays Business Credit; NCNB Texas National Bank; Fleet Capital Corp. ^{5/}	1,015,808	U.S.
MEGA RACK	Fleet Capital Corp.	1,657,803	U.S.
OFFICE DESIGNS	None recorded	TMA463,201	Canada
OFFICE DESIGNS	Fleet Capital Corp.	2,140,074	U.S.
OFFICE DESIGNS	None recorded	[75-714,595]	U.S.
OFFICE DESIGNS and Design	None recorded	[75-714,806]	U.S.
OFFICE DIMENSIONS	Fleet Capital Corp.	2,053,129	U.S.
S P A C E SOLUTIONS	None recorded	[75-714,585]	U.S.
SHELF HELP	None recorded	[75-605,400]	U.S.
SMART-FILE	None recorded	2,097,611	U.S.
SMART-FILE	None recorded	TMA504404	Canada
SPACE ORGANIZER	Continental Bank N.A. ^{6/} ; Fleet Capital Corp.	1,314,662	U.S.
SPACE ORGANIZER	None recorded	TMA314147	Canada
SPACE SOLUTIONS	None recorded	[75-606,520]	U.S.
SPACE SOLUTIONS	None recorded	[75-714,520]	U.S.
SPACE SOLUTIONS	None recorded	[101914300]	Canada
STORAGE-STACKER	Continental Bank N.A. ^{7/} ; Fleet Capital Corp.	1,403,168	U.S.
TOOL STOOL	Continental Bank N.A. ^{8/} ; Fleet Capital Corp.	1,444,158	U.S.
ULTRA-FILE	None recorded	2,097,612	U.S.
ULTRA-FILE ^{9/}	None recorded	[83914300]	Canada

- 1/ A final refusal to register this mark was mailed by the United States Patent and Trademark Office ("USPTO") on July 6, 2000. The applicant has until January 6, 2001, to appeal to the Trademark Trial and Appeal Board ("TTAB") of the USPTO, or the application will become abandoned.
- 2/ A final refusal to register this mark was mailed by the USPTO on May 8, 2000. The applicant has until November 8, 2000, to appeal to the TTAB of the USPTO, or the application will become abandoned.
- 3/ No chain of title information appears in this record, which merely identifies "The Hirsh Company" as the "Old Owner" and then identifies "Steelworks, Inc." as "Applicant/Registrant."
- 4/ Note that USPTO records identify the word portion of this design mark as "M MEG" though the actual word portion consists of "MEG" alone.
- 5/ Chain of title issues make it unclear whether any of the secured parties validly obtained a security interest in this mark and, if so, whether any has since released its interest.
- 6/ In an assignment recorded in the USPTO in October 1990, Continental Bank N.A. obtained a security interest from the mark's original record owner, The Hirsh Company. Subsequently, in a "release" recorded in the USPTO in December 1993, the bank purported to release Knape & Vogt Manufacturing Co., which had no recorded interest in the mark.
- 7/ In an assignment recorded in the USPTO in October 1990, Continental Bank N.A. obtained a security interest from the mark's original record owner, The Hirsh Company. Subsequently, in a "release" recorded in the USPTO in December 1993, the bank purported to release Knape & Vogt Manufacturing Co., which had no recorded interest in the mark.
- 8/ In an assignment recorded in the USPTO in October 1990, Continental Bank N.A. obtained a security interest from the mark's original record owner, The Hirsh Company. Subsequently, in a "release" recorded in the USPTO in December 1993, the bank purported to release Knape & Vogt Manufacturing Co., which had no recorded interest in the mark.
- 9/ An extension of time to file a statement of use expired on June 19, 2000, and a default notice was sent by the Canadian Trade-Marks Office on July 10, 2000. On September 11, 2000, Canadian counsel filed a request for an extension of time until March 11, 2001, to respond to the default notice.

SCHEDULE B
to Amended and Restated Trademark and License Security Agreement.

See Exhibit A

LICENSES

Computer software license from System Software Associate of Chicago, Illinois