

CONTINUATION OF ITEM 4. Trademark Application or Registration Numbers:

A. Trademark Application Nos.:

NONE

B. Trademark Registration Nos.:

2,569,496

1,497,590

2,418,242

1,276,007

1,272,594

1,456,400

TRADEMARK COLLATERAL AGREEMENT

This 30th day of April, 2004, U-Line Corporation, a Wisconsin corporation, which will be the surviving corporation on the Closing Date ("*Debtor*"), with its principal place of business and mailing address at 8900 North 55th Street, Brown Deer, Wisconsin 53223, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (HTSB acting as such administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Security Agreement bearing even date herewith between the Debtors and Agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

U-LINE CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

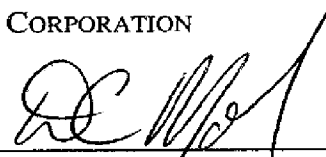
By  _____
Name: **KATHLEEN J. COLLINS**
Title: **VICE PRESIDENT**

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

U-LINE CORPORATION

By 
Name Donald C. Motta
Title Chairman of the Board, President

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name: _____
Title: _____

STATE OF Ohio)
) SS
COUNTY OF Cuyahoga)

I, John J. McGuire a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald C. Meltzer, Chairman of the Board, President of U-Line Corporation, a Wisconsin corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman + President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 30th day of April, 2004.

(NOTARIAL SEAL)

[Signature]
Notary Public

My Commission Expires:

John J. McGuire
(Type or Print Name)

John J. McGuire, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.08 R.C.

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
COMBO	2,569,496	05/14/2002
MADE IN USA Logo	1,497,590	07/26/1988
U Design	2,418,242	01/02/2001
U-LINE	1,276,007	05/01/1984
U-Line Logo (U Design)	1,272,594	04/03/1984
WINE CAPTAIN	1,456,400	09/08/1987

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None