

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Segerdahl Corp.		12/19/2003	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-4159
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1625407	S THE SEGERDAHL CORPORATION

CORRESPONDENCE DATA	
Fax Number:	(312)425-3909
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	jlmiller@jenkens.com
Correspondent Name:	Elizabeth Perdue
Address Line 1:	225 W. Washington Street, Suite 2600
Address Line 2:	Jenkins & Gilchrist
Address Line 4:	Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Elizabeth Perdue
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Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of December 19, 2003 by and between The Segerdahl Corp., an Illinois corporation (the "Grantor"), and LaSalle Bank National Association (the "Lender").

WHEREAS, the Grantor and the Lender are parties to that certain Credit Agreement dated December 19, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lender may, from time to time, make loans, advances, and other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, the Grantor and the Lender are parties to that certain Security Agreement dated December 19, 2003 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Pledge Agreement"), pursuant to which the Grantor has granted a security interest in substantially all of its assets to the Lender; and

WHEREAS, the Lender has required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Obligations (as defined in the Credit Agreement) and (ii) as a condition precedent to the making of any loans, advances, and any other financial accommodations by the Lender under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms.

(a) Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the meanings set forth in the Credit Agreement.

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

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference and are made a part of this Agreement.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Grantor hereby grants to the Lender, a security interest in, as and by way of a security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the

trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached to this Agreement and made a part of this Agreement, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and 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, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached to this Agreement and made a part of this Agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Grantor and now or hereafter covered by the licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. The Grantor shall not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement or the other Loan Documents, and the Grantor 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, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. The Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on Schedule A include all of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in the Trademarks and Licenses have been granted by the Grantor to any Person other than the Lender. If, prior to the termination of this Agreement, any Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto.

The Grantor shall give to the Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Lender to modify this Agreement unilaterally (a) by amending Schedule A to include any future trademarks, registered trademarks, material trademark applications, material service marks, registered service marks and service mark applications of the Grantor and by amending Schedule B to include any future trademark license agreements and service mark license agreements of the Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (b) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. The Grantor hereby agrees that the use by the Lender of the Trademarks and Licenses as authorized under this Agreement in connection with the Lender's exercise of its rights and remedies, to the extent expressly permitted under paragraph 14 or pursuant to the Security Agreement upon the occurrence and during the continuation of an Event of Default, shall be coextensive with the Grantor's rights under the Security Agreement and with respect thereto and without any liability for royalties or other related charges from the Lender to the Grantor.

7. Further Assignments and Security Interests. The Grantor agrees (a) not to sell or assign its respective interests in any Trademarks or the Licenses or grant any license under the Trademarks without the prior written consent of the Lender and (b) to maintain the quality of the products using the Trademarks or Licenses at a level sufficient to preserve the Trademarks and Licenses.

8. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's 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 terminate only when the Obligations have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Security Agreement.

9. Duties of the Grantors. The Grantor shall have the duty, to the extent necessary or otherwise desirable in the normal conduct of the Grantor's business, as determined in the reasonable discretion of the Grantor, to: (a) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) apply for registration for trademarks or service marks. The Grantor further agrees (a) not to abandon any Trademark or License to the extent the Trademark or License is necessary or otherwise desirable in the normal conduct of the Grantor's business, as determined in the reasonable discretion of the Grantor,

without the prior written consent of the Lender and (b) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or otherwise desirable, as determined in the Grantor's reasonable discretion, in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. The Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Lender may do so at its option upon the occurrence and during the continuation of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

10. The Lender's Right to Sue. Upon the occurrence and during the continuation of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Lender shall commence any such suit, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

11. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Lender have such effect. No single or partial exercise of any right under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless the suspension or waiver is in writing signed by an officer of the Lender and directed to the applicable Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. 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 hereof, 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 paragraph 5 of this Agreement or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Upon the occurrence and during the continuation of an Event of Default, the Grantor hereby irrevocably designates,

constitutes, and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Grantor's or the Lender's name, to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Lender of written notice to the Grantor of the Lender's intention to enforce its rights and claims against such Grantor, to (a) endorse the Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Lender in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Lender deems in its own best interest. The Grantor hereby ratifies all that the attorney 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 all of the Obligations shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Lender 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 or the Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Lender to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any transferee all agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect the assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established by this Agreement, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth in this Agreement to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Notwithstanding anything in this Agreement to the contrary, in no event shall the rights and remedies of the Lender or any of its respective designees or representatives, granted under this Agreement or any other Loan Document, be construed to permit any Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Lender under this Agreement.

15. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns. The Grantor's successors and assigns shall include,

without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor. The Grantor shall not voluntarily assign or transfer its rights or obligations under this Agreement without the Lender's prior written consent.

16. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications under this Agreement shall be given in the manner and to the addresses set forth in the Credit Agreement.

18. Section Titles. The section titles in this Agreement are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions of this Agreement.

19. Execution in Counterparts. This Agreement may be executed in any number of 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.

20. Merger. This Agreement represents the final agreement of the Grantor and the Lender with respect to the matters contained in this Agreement and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Lender.

[signatures appear on the following page]

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

LASALLE BANK NATIONAL ASSOCIATION

By: *Karen J. Orlich*
Name: KAREN J. ORLICH
Title: FIRST VICE PRESIDENT

THE SEGERDAHL CORP.

By: *Gary J. Gardner*
Name: GARY J. GARDNER
Title: TREASURER

Schedule A

Trademarks, Service Marks, and Trademarks and Service Mark Applications

The Segerdahl Corporation has registered a service mark with the United States Patent and Trademark Office, registration number 1,625,407, registration date November 27, 1990. This registration has been renewed.

Schedule B
License Agreements

None