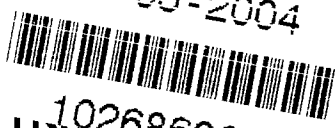


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Welcome Home LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware limited liability company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: U.S. National Bank Association
Internal Address: EP-MN-WS3C
Street Address: 60 Livingston Avenue
City: St. Paul State: MN Zip: 55107-2292
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Banking association
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: February 17, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/565,615
B. Trademark Registration No.(s) 1,680,726
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 72

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jennifer Cheng, Esq.
Internal Address: c/o Latham & Watkins
Street Address: 633 West Fifth Street Suite 4000
City: Los Angeles State: CA Zip: 90071-2007

7. Total fee (37 CFR 3.41) \$ 1815.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Rachel Pinto, Trademark Paralegal
Name of Person Signing Signature Date
February 27, 2004
Total number of pages including cover sheet, attachments, and document: 33

03/04/2004 DBYRNE 00000096 76565615
01 FC:8521 40.00
02 FC:8522 1775.00

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002917 FRAME: 0071

Continuation from the Information in Item 1.

Item 1. Names of Conveying Parties

Alma Products I, Inc., a Michigan corporation
Atco Products, Inc., a Delaware corporation
DACCO Incorporated, a Ohio corporation
GramTel USA, Inc., a Delaware corporation
GramTel Midwest, Inc., a Delaware corporation
Sate-Lite Manufacturing Company, a Delaware corporation
Beemak Plastics, Inc., a Delaware corporation
Deflecto Corporation, a Delaware corporation
Tele-Flow, Inc., a Delaware corporation
Valmark Industries, Inc., a Delaware corporation
Seaboard Folding Box Corporation, a Delaware corporation
Pamco Printed Tape & Label Co., a Delaware corporation

Continuation for the Information in Item 4.

Item 4. Application numbers and Registration Numbers

Application Numbers

76/195,629	76/556,517
76/193,327	76/467,319
76/197,260	76/467,320
76/197,259	75/893,168
76/196,622	
76/196,417	
76/196,416	
76/031,934	
76/448,763	
76/280,531	
76/280,528	
76/556,518	

Registration Numbers

1,998,885	2,054,360	1,010,448
1,924,346	1,167,254	1,020,535
1,900,655	781,754	1,021,453
1,998,885	1,054,320	2,471,750
1,511,326	1,149,710	2,598,849
2,709,200	1,190,313	2,654,924
2,709,198	1,526,736	2,728,293
2,709,199	1,790,384	2,134,544
1,763,304	2,186,640	1,468,927
2,676,467	1,885,707	1,885,332
2,676,470	1,641,248	2,374,454
2,676,469	1,183,659	1,701,704
2,676,468	2,102,412	
2,730,914	2,121,230	
2,676,471	1,150,937	
2,636,408	1,366,739	
2,676,407	2,100,525	
2,643,762	1,208,217	
1,384,085	1,015,276	
2,755,288	1,155,174	
2,755,287	2,782,422	

TRADEMARK SECURITY AGREEMENT
(ISSUERS AND U.S. SUBSIDIARIES)

THIS TRADEMARK SECURITY AGREEMENT (together with all amendments, supplements and modifications, if any, from time to time hereto, this "Agreement") is made and entered into as of February 18, 2004, by each of the undersigned designated as a debtor on the signature pages hereto (each a "Debtor" and collectively the "Debtors"), in favor of U.S. Bank National Association, individually and as Collateral Agent (in such capacity, "Collateral Agent") for the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, JII Holdings, LLC, JII Holdings Finance Corporation (collectively, the "Issuers") and U.S. Bank National Association, as trustee (in such capacity, the "Trustee") for the benefit of the holders of the Note Obligations (the "Holders"), are parties to that certain indenture, dated as of even date herewith (as the same may be amended, restated, modified, supplements, renewed, refunded, replaced or refinanced from time to time, the "Indenture"); and

WHEREAS, each Debtor has executed and delivered or is about to execute and deliver to Collateral Agent a General Security Agreement (as amended, restated or otherwise modified from time to time, the "General Security Agreement") in favor of Collateral Agent for the benefit of Collateral Agent, the Trustee and the Holders (collectively, the "Secured Parties") pursuant to which each Debtor grants a security interest in certain of its assets (including the Collateral, as defined below) to Collateral Agent for the benefit of the Secured Parties (subject to the terms thereof); and

WHEREAS, each Debtor is an Issuer or a direct or indirect subsidiary of the Issuers and as such will derive direct and indirect economic benefits from the issuance of Notes under the Indenture; and

WHEREAS, the Holders have required, as a condition to the purchase of the Notes under the Indenture, that each Debtor grant to Collateral Agent for its benefit and the ratable benefit of the Secured Parties a security interest in and to the Collateral (as defined herein).

AGREEMENT

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Debtor hereby agrees with Collateral Agent as follows:

1. Creation of Security Interest. Each Debtor hereby grants to Collateral Agent for its benefit and the ratable benefit of the Secured Parties a security interest in all of such Debtor's right, title and interest in and to the collateral described in Section 2 herein (the "Collateral") in order to secure the payment of all Obligations (collectively, the "Secured Obligations").

2. Collateral. The Collateral is:

(a) all of the Debtors' trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are owned by the Debtors and are now or hereafter filed with the United States Patent and Trademark Office, or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due 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 thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of each Debtor's business connected with and symbolized by the Trademarks.

Notwithstanding the foregoing, Excluded Assets (as defined in the Indenture) shall not constitute Collateral (except to the extent expressly provided in clause (8) of the definition of "Excluded Assets").

3. License.

(a) Grant of License. Each Debtor hereby grants to Collateral Agent for its benefit and for the ratable benefit of the Secured Parties a non-exclusive, assignable right and license (provided, however, that any such assignment of rights shall not discharge Collateral Agent from any of its obligations hereunder), during the existence of an Event of Default, (i) under each Trademark to use such Trademark and (ii) under any license agreements held by such Debtor with respect to trademarks owned by any person or entity other than such Debtor to the extent permitted under such agreements, and to sell any Collateral bearing any such Trademarks to the extent that such license is reasonably necessary to permit or to facilitate the collection, after an Event of Default, of any accounts receivable of such Debtor or the disposition, after an Event of Default, of any Collateral (the "License"). The License shall be without royalty or any other payments or fees by Collateral Agent or the Secured Parties to any Debtor and the permitted use by Collateral Agent and the Secured Parties thereunder (i) shall be worldwide and (ii) shall be limited only by those restrictions to which such Debtor is subject under the Trademarks.

(b) Term of License. The term of the License (the "License Term") shall continue until the earlier of: (i) the expiration of all of the Trademarks; (ii) full and final payment and performance of all the Secured Obligations and the termination of the Indenture and the other Note Documents; or (iii) disposition of all Collateral and any proceeds thereof in connection with the enforcement of Collateral Agent's and the Secured Parties' remedies under

the Note Documents and application of the proceeds of such disposition to the satisfaction of the Secured Obligations.

4. Restrictions on Future Agreements. Until the Secured Obligations shall have been satisfied in full and the Indenture and the other Note Documents shall have been terminated, each Debtor will not, without Collateral Agent's prior written consent, which consent shall not be unreasonably withheld, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with such Debtor's obligations under this Agreement and the other Note Documents to which such Debtor is a party, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would adversely affect the validity or enforceability of the rights transferred to Collateral Agent and the Secured Parties under this Agreement or (c) enter into any other contractual obligations (other than collateral documents in respect of the obligations under the Credit Agreement (as defined in the Indenture)) which may restrict Collateral Agent's rights to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

5. New Trademarks. Each Debtor represents and warrants that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the date hereof owned by or are pending on behalf of such Debtor in the United States or any state of the United States (as set forth on Schedule A). If, before the Secured Obligations shall have been satisfied in full, any Debtor shall (i) (a) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of a state, province, territory or possession of the United States or Canada or (b) obtain rights to any trademarks or tradenames used in the United States or Canada or any state, province, territory or possession thereof, or (ii) (a) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or Canada or any state, province, territory or possession thereof or (b) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, the provisions of Section 1 shall automatically apply thereto and such Debtor shall give to Collateral Agent written notice thereof. Each Debtor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule A to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 2 or under this Section 5.

6. Additional Representations and Warranties. Each Debtor hereby represents, warrants, covenants and agrees that:

- (a) Intentionally omitted.
- (b) It has the full right and power to grant the security interest in the Collateral made hereby and to enter into this Agreement and perform the terms hereof.
- (c) Intentionally omitted.
- (d) Intentionally omitted.

(e) To the best of such Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to Collateral Agent and the Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Collateral Agent hereunder.

7. Royalties; Terms. Each Debtor hereby agrees that the permitted use by Collateral Agent of all Trademarks shall be worldwide without any liability for royalties or other related charges from Collateral Agent or the Secured Parties to such Debtor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, or (ii) the Secured Obligations have been paid in full and the Indenture and the other Note Documents have been terminated. At such time as the Secured Obligations have been paid in full and the Indenture and the other Note Documents have been terminated, this Agreement shall terminate and Collateral Agent shall promptly execute and deliver to the Debtors all deeds, assignments and other instruments reasonably requested by the Debtors as may be necessary or proper to re-vest in the Debtors full title to the Trademarks, subject to any disposition thereof which may have been made by Collateral Agent pursuant hereto. Such reassignment and redelivery shall be without warranty by or recourse to Collateral Agent or the Secured Parties, and shall be at the expense of the Debtors.

8. Collateral Agent's Right to Maintain Quality. Each Debtor agrees that from and after the occurrence of an Event of Default, Collateral Agent shall have the right to establish such additional product quality controls as Collateral Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Debtor under the Trademarks. Each Debtor agrees (i) to maintain the quality of any and all products in connection with which the material Trademarks are used, consistent with the quality of such products as of the date hereof; and (ii) to provide Collateral Agent, upon request, with a certificate of an officer of such Debtor certifying such Debtor's compliance with the foregoing.

9. Duties of the Debtors. Each Debtor shall (i) prosecute, in its reasonable business judgment, diligently any material trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Secured Obligations shall have been paid in full and the Indenture and the other Note Documents shall have been terminated, (ii) make application for registration on material trademarks, as appropriate in its reasonable business judgment, (iii) preserve and maintain, in its reasonable business judgment, all material rights in material trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks; (iv) not abandon any right to file a material trademark application nor any pending trademark application if the value thereof could reasonably be expected to justify the cost of obtaining such trademark, and (v) not abandon any given material Trademark. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by the Debtors. If requested by Collateral Agent, each Debtor shall keep Collateral Agent advised on a current basis of any such applications.

If any Debtor fails to comply with any of the foregoing duties, Collateral Agent may so comply in such Debtor's name to the extent permitted by law, but at the Debtors' expense, and each Debtor hereby agrees to reimburse Collateral Agent in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (including charges

for inside counsel) incurred by Collateral Agent in protecting, defending and maintaining the Collateral.

In the event that any Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien prohibited hereby, or shall fail to comply with any other duty hereunder, Collateral Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Debtor, and all moneys so paid out shall be Secured Obligations of the Debtors repayable on demand, together with interest at a rate equal to the interest rate then payable on Notes pursuant to the Indenture.

Each Debtor shall take all action necessary to preserve and maintain the validity, perfection and second-priority of Collateral Agent's security interest granted herein in the Collateral.

10. Debtors' Right to Sue; Collateral Agent's Right to Sue.

(a) Each Debtor shall have the right, with the written consent of Collateral Agent, which consent shall not be unreasonably withheld, to bring suit in its own name, and to join Collateral Agent, if necessary, as a party to such suit so long as Collateral Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Trademarks and any licenses thereunder. Each Debtor shall indemnify and shall, upon demand, promptly reimburse Collateral Agent for all damages, costs and expenses, including legal, attorneys' and paralegal fees and expenses, incurred by Collateral Agent pursuant to this Section 10(a).

(b) From and after the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if Collateral Agent shall commence any such suit, each Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and each Debtor shall indemnify and shall, upon demand, promptly reimburse Collateral Agent for all damages, costs and expenses, including attorneys' and paralegal fees and expenses, incurred by Collateral Agent in the exercise of its rights under this Section 10(b).

11. Waivers. No course of dealing between any Debtor and Collateral Agent or the Secured Parties, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any Secured Party, any right, power or privilege hereunder or under the Indenture or any other Note Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark

is thereby preserved and the Debtors shall make suitable other valid arrangements to provide Collateral Agent and the Secured Parties with equivalent protections to that intended hereby.

13. Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct. Collateral Agent shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Collateral Agent. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Collateral Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Collateral Agent would otherwise have on any future occasion, whether similar in kind or otherwise. No amendment or modification to, or any waiver of, any provision of this Agreement shall be effective unless such amendment, modification or waiver is permitted under and effected in accordance with Article 9 of the Indenture.

14. Remedies. If any Event of Default shall have occurred and is continuing, subject to the Intercreditor Agreement, Collateral Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Indenture and the other Note Documents or otherwise available to Collateral Agent, all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of New York (the "UCC") or the PPSA (as defined in the General Security Agreement) whether or not the UCC or the PPSA applies to the affected Collateral, and also may (i) require each Debtor, and each Debtor hereby agrees that it will upon the request of Collateral Agent, forthwith, (a) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (b) take such other action as Collateral Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect their rights and remedies with respect to such assigned Collateral, and (ii) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as are commercially reasonable. Each Debtor agrees that at least ten (10) days' prior notice to such Debtor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Collateral Agent or any Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Secured Obligations. Subject to the Intercreditor Agreement and the Indenture, the proceeds realized from the sale of any Collateral shall be, applied to the Secured Obligations in accordance with the terms of the Indenture and the Intercreditor Agreement. If any deficiency shall arise, the Debtors shall remain liable to Collateral Agent and Secured Parties therefor to the extent provided in the Note Documents. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Collateral Agent's security interest in the Collateral until the Secured Obligations are fully paid. Each Debtor agrees that Collateral Agent

and the Secured Parties have no obligation to preserve rights to Collateral against any other parties.

15. Cumulative Remedies; Power of Attorney; Effect on the Other Agreements. All of Collateral Agent's rights and remedies with respect to the Collateral, whether established hereby, by the Indenture, the other Note Documents or by law, in equity or otherwise, shall be cumulative and may be exercised singularly or concurrently. Each Debtor hereby authorizes Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as such Debtor's true and lawful attorney-in-fact, with power, from and after the occurrence of an Event of Default to, subject to the Intercreditor Agreement (a) endorse such Debtor's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Collateral including, without limitation, if such Debtor fails to execute and deliver within three (3) business days of Collateral Agent's request therefor the assignment substantially in the form of Exhibit A hereto, (b) take any other actions with respect to the Collateral as Collateral Agent deems in the best interest of Collateral Agent, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Secured Obligations shall have been paid in full and the Indenture and the other Note Documents have been terminated. Each Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent and the Secured Parties under the Indenture and the other Note Documents but rather is intended to facilitate the exercise of such rights and remedies.

16. Notice. All notices, requests and demands hereunder shall be in writing and (a) made to Collateral Agent at U.S. Bank National Association, 60 Livingston Avenue, St. Paul, MN 55107-2292, Attention: Rick Prokosch and to each Grantor care of the address for notices for JII Holdings under the Indenture or to such other address as either party may designate by written notice to the other in accordance with this provision, and (b) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing.

17. Continuing Security Interest; Transfer of Obligations. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Secured Obligations and termination of the Indenture and the other Note Documents, (ii) be binding upon each Debtor, its successors and assigns, and (iii) inure, together with the rights and remedies of Collateral Agent and the Secured Parties hereunder, to the benefit of Collateral Agent and the Secured Parties, and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii) and subject to the provisions of the Indenture Collateral Agent and/or any Secured Party may assign or otherwise transfer any of the Secured Obligations and/or the "Obligations" or "Secured Obligations" as defined in each of the Note Documents to any other person or entity, and such

other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Collateral Agent and/or such Secured Party herein or otherwise.

18. Authority of Collateral Agent. Collateral Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to Collateral Agent by the terms hereof, together with such powers as are reasonably incident thereto. Collateral Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Collateral Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. Each Debtor agrees to indemnify and hold harmless Collateral Agent and the Secured Parties and any other person acting on behalf of Collateral Agent or the Secured Parties from and against any and all costs, expenses, including reasonable fees and expenses of attorneys and paralegals (including charges of inside counsel), claims or liability incurred by Collateral Agent or any Secured Parties or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence on the part of Collateral Agent, the Secured Parties or such person, as finally judicially determined by a court of competent jurisdiction.

19. Waiver. To the fullest extent it may lawfully so agree, each Debtor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisal, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the enforcement hereof or the absolute sale of any part of the Collateral. Each Debtor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety. Without limiting the generality of the foregoing, each Debtor hereby: (i) authorizes Collateral Agent in its sole discretion and without notice to or demand upon such Debtor and without otherwise affecting the obligations of such Debtor hereunder from time to time to take and hold other collateral (in addition to the Collateral) for payment of the Secured Obligations, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require Collateral Agent to collect any of the Secured Obligations from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Collateral) for any of the Secured Obligations.

20. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein shall have the meaning set forth in the UCC or the PPSA, as applicable, except where the context otherwise requires.

21. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by Collateral Agent or any Secured Party in respect of the Secured Obligations is rescinded or must otherwise be restored or

returned by Collateral Agent or any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Debtor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Debtor or any substantial part of its assets, or otherwise, all as though such payments had not been made.

22. Final Expression. This Agreement, together with the other Note Documents to which each Debtor is a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

23. Release of Security Interest. Notwithstanding anything to the contrary in this Agreement, the security interests in, and Liens on, the Collateral created or purported to be created by this Agreement shall be released, subject to the provisions of the Intercreditor Agreement, only in the circumstances and to the extent provided in Section 11.06 of the Indenture. Collateral Agent will sign and deliver appropriate termination statements to terminate such security interests (without any recourse or representation, warranty or liability of any kind).

24. Intercreditor Agreement. The provisions of this Agreement are subject in all respects to the provisions of the Intercreditor Agreement and, in the event of any discrepancy or inconsistency between this Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

25. Further Assurances. At the request of Collateral Agent at any time and from time to time, each Debtor shall, at its expense, duly execute and deliver, or cause to be duly executed and delivered, such further agreements, documents and instruments, and do or cause to be done such further acts as may be necessary or proper to evidence, perfect, maintain and enforce the security interests and the priority thereof in the Collateral and to otherwise effectuate the provisions or purposes of this Agreement or any of the other Note Documents. Where permitted by law, each Debtor hereby authorizes Collateral Agent to execute and file one or more Uniform Commercial Code and PPSA financing statements signed only by Collateral Agent or Collateral Agent's representative. Each Debtor agrees that such financing statements may describe the Collateral in the same manner as described in the Note Documents or as "all assets" or "all personal property" of such Debtor, whether now owned or hereafter existing or acquired by such Debtor or such other description as Collateral Agent, in its sole judgment, determines is necessary or advisable.

26. Judgment Currency. To the extent permitted by applicable law, the obligations of each Debtor in respect of any amount due under this Agreement and the other Note Documents to which such Debtor is a party shall, notwithstanding any payment in any other currency (the "Other Currency") (whether pursuant to a judgment or otherwise), be discharged only to the extent of the amount in the currency in which it is due (the "Agreed Currency") that Collateral Agent or any Secured Party may, in accordance with normal banking procedures, purchase with the sum paid in the Other Currency (after any premium and cost of exchange) on the business day immediately after the day on which Collateral Agent or such Secured Party

receives the payment. If the amount in the Agreed Currency that may be so purchased for any reason falls short of the amount originally due, each Debtor shall pay all additional amounts, in the Agreed Currency, as may be necessary to compensate for the shortfall. Any obligation of any Debtor not discharged by that payment shall, to the extent permitted by applicable law, be due as a separate and independent obligation and, until discharged as provided in this Section 26, continue in full force and effect.

27. Survival of Provisions. All representations, warranties and covenants of each Debtor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by such Debtor of the Secured Obligations and termination of the Indenture and the other Note Documents.

28. Termination of Agreement. This Agreement shall terminate upon full and final payment and performance of all the Secured Obligations and termination of the Indenture and the other Note Documents. At such time, Collateral Agent shall, at the request of the Debtors, reassign and redeliver to each Debtor all of the collateral of such Debtor hereunder which has not been sold, disposed of, retained or applied by Collateral Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to Collateral Agent, except as to the absence of any prior assignments by Collateral Agent of its interest in the Collateral, and shall be at the expense of the Debtors.

29. Recordation. Each Debtor authorizes and requests that the Commissioner of Patents and Trademarks and any other suitable government officer record this Agreement.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

31. Benefit of the Secured Parties. All security interests granted or contemplated hereby shall be for the benefit of Collateral Agent and the Secured Parties, and all proceeds or payments realized from the Trademarks in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Indenture and the Intercreditor Agreement.

32. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW).

(b) EACH DEBTOR AND COLLATERAL AGENT IRREVOCABLY CONSENT AND SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE NEW YORK STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS

WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREE THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS MAY BE HEARD IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT COLLATERAL AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY DEBTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH COLLATERAL AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST ANY DEBTOR OR ITS PROPERTY).

(c) EACH DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS FOR NOTICES PURSUANT TO SECTION 16 HEREOF AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED TEN (10) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE CANADIAN OR US MAILS, OR, AT COLLATERAL AGENT'S OPTION, BY SERVICE UPON SUCH DEBTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS.

(d) THE DEBTORS AND COLLATERAL AGENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE DEBTORS AND COLLATERAL AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EACH DEBTOR OR COLLATERAL AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) COLLATERAL AGENT AND THE SECURED PARTIES SHALL NOT HAVE ANY LIABILITY TO ANY DEBTOR (WHETHER IN TORT, CONTRACT, EQUITY OR OTHERWISE) FOR LOSSES SUFFERED BY ANY DEBTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION HERewith, UNLESS IT IS DETERMINED THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS BY COLLATERAL AGENT AND SECURED PARTIES CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY JUDICIALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION. IN ANY SUCH LITIGATION, COLLATERAL AGENT AND THE SECURED PARTIES SHALL BE ENTITLED TO THE BENEFIT OF THE

REBUTTABLE PRESUMPTION THAT THEY ACTED IN GOOD FAITH AND WITH THE EXERCISE OF ORDINARY CARE IN THEIR PERFORMANCE OF THE TERMS OF THIS AGREEMENT.

(f) EXCEPT FOR RIGHTS OF NOTICE WHICH ARE EXPRESSLY PROVIDED FOR HEREIN, EACH DEBTOR HEREBY EXPRESSLY WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE OF RIGHTS BY COLLATERAL AGENT FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. EACH DEBTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF COLLATERAL AGENT IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF COLLATERAL AGENT, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT BETWEEN ANY DEBTOR AND COLLATERAL AGENT OR ANY OF THE SECURED PARTIES.

[Signature Pages to Follow]

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

DEBTORS:

ABC TRANSMISSION PARTS WAREHOUSE, INC.

ALMA PRODUCTS I, INC.

ATCO PRODUCTS, INC.

BEEMAK PLASTICS, INC.

CHO-PAT, INC.

DACCO, INCORPORATED

DACCO/DETROIT OF ALABAMA, INC.

DACCO/DETROIT OF ARIZONA, INC.

DACCO/DETROIT OF CHATTANOOGA, INC.

DACCO/DETROIT OF FLORIDA, INC.

DACCO/DETROIT OF GEORGIA, INC.

DACCO/DETROIT OF INDIANA, INC.

DACCO/DETROIT OF KENTUCKY, INC.

DACCO/DETROIT OF MARYLAND, INC.

DACCO/DETROIT OF MEMPHIS, INC.

DACCO/DETROIT OF MICHIGAN, INC.

DACCO/DETROIT OF MINNESOTA, INC.

DACCO/DETROIT OF MISSOURI, INC.

DACCO/DETROIT OF NEBRASKA, INC.

DACCO/DETROIT OF NEVADA, INC.

DACCO/DETROIT OF NEW JERSEY, INC.

DACCO/DETROIT OF NORTH CAROLINA, INC.

DACCO/DETROIT OF OHIO, INC.

DACCO/DETROIT OF OKLAHOMA, INC.

DACCO/DETROIT OF PENNSYLVANIA, INC.

DACCO/DETROIT OF SOUTH CAROLINA, INC.

DACCO/DETROIT OF TEXAS, INC.

DACCO/DETROIT OF VIRGINIA, INC.

DACCO/DETROIT OF WEST VIRGINIA, INC.

DACCO/DETROIT OF WISCONSIN, INC.

DETROIT TRANSMISSION PRODUCTS CO.

DACCO/TRANSMISSION PARTS (NY), INC.

DEFLECTO CORPORATION

GRAMTEL – ILLINOIS, INC.

GRAMTEL MIDWEST, INC.

GRAMTEL USA, INC.

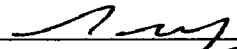
JII, LLC

JII HOLDINGS, LLC

S-1

JII HOLDINGS FINANCE CORPORATION
JII PROMOTIONS, INC.
JORDAN AUTO AFTERMARKET, INC.
JORDAN SPECIALTY PLASTICS, INC.
NASHVILLE TRANSMISSION PARTS, INC.
PAMCO PRINTED TAPE & LABEL CO., INC.
PIONEER PAPER CORPORATION
SATE-LITE MANUFACTURING COMPANY
SATE-LITE HK, INC.
SEABOARD FOLDING BOX CORPORATION
SPL HOLDINGS, INC.
ROLITE PLASTICS, INC.
TELE-FLOW, INC.
VALMARK INDUSTRIES, INC.
WELCOME HOME, LLC
YT HOLDINGS, INC.
JI VENTURES, INC

By:


Name: Gordon L. Nelson, Jr.
Title: Vice President

By acceptance hereof as of day and year first above written, Collateral Agent on behalf of itself and the Secured Parties agrees to be bound by the provisions hereof.

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent

By: Richard H. Prokosh
Name: Richard H. Prokosh
Title Vice President

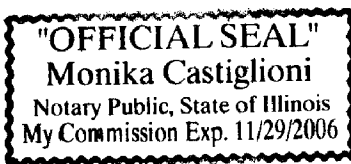
STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of February, 2004, before me personally appeared Gordon L. Nelson, Jr., proved to me on the basis satisfactory evidence to be the person who executed the foregoing instrument on behalf of the above referenced companies, who being duly sworn did depose and say that he is an authorized officer of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors or Managers, as applicable, and that he acknowledged said instrument to be his free act and deed of said companies.

My commission expires:

Monika Castiglioni
Notary Public



[SEAL]

STATE OF _____

COUNTY OF _____

On this _____ day of February, 2004, before me personally appeared _____, proved to me on the basis satisfactory evidence to be the person who executed the foregoing instrument on behalf of U.S. NATIONAL BANK ASSOCIATION, who being duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be his free act and deed of said corporation.

My commission expires:

Notary Public

[SEAL]

STATE OF _____

COUNTY OF _____

On this _____ day of February, 2004, before me personally appeared Gordon L. Nelson, Jr., proved to me on the basis satisfactory evidence to be the person who executed the foregoing instrument on behalf of each of the Debtors, who being duly sworn did depose and say that he is an authorized officer of said corporations and limited liability companies, that the said instrument was signed on behalf of said corporations and limited liability companies as authorized by their Board of Directors or Board of Managers, as applicable, and that he acknowledged said instrument to be his free act and deed of said corporations and limited liability companies.

My commission expires:

Notary Public

[SEAL]

STATE OF Illinois

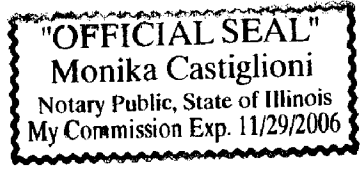
COUNTY OF Cook

On this 17 day of February, 2004, before me personally appeared Richard Prokosch, proved to me on the basis satisfactory evidence to be the person who executed the foregoing instrument on behalf of U.S. NATIONAL BANK ASSOCIATION, who being duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be his free act and deed of said corporation.

My commission expires:

Monika Castiglioni
Notary Public

[SEAL]



SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

[Jordan's counsel to list Trademarks by Debtor]

<u>TRADE MARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>STATUS</u>
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Schedule A

SCHEDULE I

Trademarks

Trademark Registration
Number or Application
Serial Number

Registration or
Filing Date

Exhibit A-3

SCHEDULE I

Intellectual Property

TRADEMARKS			PATENTS			COPYRIGHTS			DOMAIN NAMES	
Owner:	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/ Status:	Title:	Reg. No.:	Reg Date:	
1. Jil, LLC	None			None			None			None
2. Jordan Auto Aftermarket, Inc.	None			None			None			None
3. Welcome Home LLC	a. HOME AGAIN	(U.S.) R/N 1,680,726	Registered	None			a. DAISY	VA1084331	June 8, 2001	None
	b. WELCOME HOME	(U.S.) R/N 1,998,885	Registered				b. DAISY FLOWER POWER	VA1084332	June 8, 2001	
	c. IT'S A WONDERFUL LIFE GIFT COLLECTION	(U.S.) R/N 1,924,346	Cancelled under section 8				c. DAISY IN FLOWER POT	VA1084330	June 8, 2001	
	d. TIMBERCREEK COLLECTION	(U.S.) R/N 1,900,655	Registered				d. ROSE FLOWER POWER	VA1084334	June 8, 2001	
	e. WELCOME HOME	(U.S.) R/N 1,998,885	Registered				e. ROSE IN FLOWER POT	VA1084333	June 8, 2001	
	f. CAPE CRAFTSMEN	(U.S.) R/N 1,511,326	Registered				f. SUNFLOWER	VA1084335	June 8, 2001	
4. Jordan Specialty Plastics, Inc.							g. SUNFLOWER IN FLOWER	VA1084337	June 8, 2001	
							h. SUNFLOWER IN FLOWER	VA1084336	June 7, 2001	
							i. HIBISCUS SHIRT	VA1148310	July 11, 2002	
							j. PALM TREE SHIRT	VA1148311	January 7, 2002	
	None				None					None
5. Alma Products I, Inc.	a. ALMA COMPRESSOR	(U.S.) R/N 2,709,200	Registered	None						None
	b. APCO AIR (AND DESIGN)	(U.S.) R/N 2,709,198	Registered							
	c. APCO AIR	(U.S.) R/N 2,709,199	Registered							
6. Atco Products, Inc.	a. AIR-O-CLIP	(U.S.) S/N 76/565615	Pending	None			None			a. atcomail.com
										b. atcoproductsinc.com

TRADEMARKS				PATENTS				COPYRIGHTS				DOMAIN NAMES
Owner:	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/Status:	Title:	Reg. No.:	Reg Date:			
7. DACCO Incorporated	a. DACCO	(U.S.) R/N 1,763,304	Registered	None			a. Dacco, Incorporated axle catalog	TX4173747	June 10, 1996		None	
							b. Dacco, Incorporated axle catalog	TX4031773	May 2, 1995			
							c. DACCO, Incorporated plus: torque converters.	TX3426355	Sept. 25, 1992			
							d. DACCO, Incorporated, converter catalog, 1992	TX3292741	Mar. 30, 1992			
							e. T P W mini-catalog.	TX936062	July 7, 1982			
							f. DACCO, Incorporated, converters.	TX499708	June 12, 1980			
							g. Converter supplement ... / DACCO, Incorporated	TX794997	Nov. 2, 1981			
							h. DACCO, Incorporated converters: [catalog]	TX1366496	May 7, 1984			
							i. DACCO, Incorporated converters: foreign car application supplement [sic].	TX596748	Dec. 12, 1980			
8. GrantTel USA, Inc.	a. GRAMTEL	(CTM) R/N 002301786	Registered	None			None				a. granttel.com	
	b. A UNIVERSE OF RESOURCES. CLOSE TO HOME. WITHIN YOUR REACH	(U.S.) R/N 2,676,467	Registered								b. granttel.net	
	c. MISCELLANEOUS DESIGN	(U.S.) R/N 2,676,470	Registered								c. granttelusa.com	
	d. RIGHT IN YOUR OWN BACKYARD	(U.S.) R/N 2,676,469	Registered								d. grantteleurope.net	

TRADEMARKS			PATENTS			COPYRIGHTS			DOMAIN NAMES	
Owner:	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/Status:	Title:	Reg. No.:	Reg Date:	Domain Names
	e. YOUR BACKYARD JUST GOT BIGGER	(U.S.) R/N 2,676,468	Registered							gramteleurope.com
	f. INTELLIGENT INFRASTRUCTURE (SECURE AND SIMPLE)	(U.S.) S/N 76/195,629	Suspended							americanilmb.com
	g. INFRASTRUCTURE FOR E-BUSINESS	(U.S.) R/N 2,730,914	Registered							gramtelusa.net
	h. GRAMTEL	(U.S.) R/N 2,676,471	Registered							
	i. CHATTANOOGANOW ELECTRONIC SUPPLEMENT TO THE CHATTANOOGA TIMES FREE PRESS	(U.S.) S/N 76/193,327	Pending							
9. GrantTel Midwest, Inc.	a. SAFESWITCH	(U.S.) R/N 2,636,408	Registered	None			None			None
	SAFESWITCH	(U.S.) R/N 2,676,407	Registered							
	SAFESWITCH	(U.S.) R/N 2,643,762	Registered							
10. Safe-Lite Manufacturing Company	a. SATE-LITE	(U.S.) R/N 1,384,085	Registered	Triangular Folding Reflective Flare	(CA)1011712	June 7, 1977	None			a. tiltbm.com
	b. SAFETY AT THE SPEED OF LIGHT	(CA) 1,169,644	Pending							
	c. SAFETY AT THE SPEED OF LIGHT	(U.S.) R/N 2,755,288	Registered							
	d. SAFETY AT THE SPEED OF LIGHT	(U.S.) R/N 2,755,287	Registered							
	e. AUTO-SAFE	(U.S.) R/N 2,768,787	Registered							
11. Beemak Plastics, Inc.	a. TILT BIN (and Design)	(U.S.) R/N 2,054,360	Registered	Adjustable coin display device	(U.S.) 3964187	June 22, 1976	None			a. beemakplastics.org
	b. BEEMAK	(U.S.) R/N 1,167,254	Registered							b. beemakplastics.net
										c. beemakplastic.org
										d. beemak.org
12. Deflecto Corporation	a. DOCUCENTER	(U.S.) S/N 76/197,260	Abandoned 3/12/2003	Over-the-door multiple hook	(U.S.) D429,999	Aug. 29, 2000	None			a. deflecto.com

TRADEMARKS				PATENTS				COPYRIGHTS				DOMAIN NAMES	
Owner:	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/ Status:	Title:	Reg. No.:	Reg Date:			Domain Name:	
	b. SUPERTRAY	(U.S.) S/N 76/197,259	Pending-Initialized	Exhaust conduit connector with abutment extension	(U.S.) D417,498	Dec. 7, 1999						b. idpdisplays.com	
	c. ERGOMATE	(U.S.) S/N 76/196,622	Abandoned 12/3/2001	Hooded exhaust vent	(U.S.) 5,916,023	June 29, 1999						c. deflecto.org	
	d. DOCCUPOCKET	(U.S.) S/N 76/196,417	Pending-Initialized	Hooded exhaust vent	(U.S.) D397,431	Aug. 25, 1998							
	e. DOCCUTRAY	(U.S.) S/N 76/196,416	Pending-Initialized	Exhaust vent with external guard	(U.S.) 5,722,181	Mar. 3, 1998							
	f. GLASSTIQUE	(U.S.) S/N 76/031,934	Pending - Passed By Examiner - Awaiting Publication Review	Exhaust vent cover	(U.S.) D390,948	Feb. 17, 1998							
	g. DEFLECT-O	(CA) TMA145,128	Registered	Business card holder for vertically-oriented cards	(U.S.) D387,384	Dec. 9, 1997							
	h. ENERGY SEAL	(CA) TMA227,568	Registered	Forced air vent for a roof eave	(U.S.) 5,682,955	Dec. 2, 1997							
	i. EXTEND-A-DUCT	(CA) TMA262,381	Registered	Business card holder with multiple compartments	(U.S.) D381,362	July 22, 1997							
	j. HOOKER-UPPER	(CA) TMA515,088	Registered	Business card holder with multiple card-support portions	(U.S.) D380,496	July 1, 1997							
	k. PLAST-A-GLASS	(CA) TMA262,382	Expunged	Fold-up display container	(U.S.) 5,344,004	Sep. 6, 1994							
	l. SUPREEM-FLEX DESIGN	(CA) TMA294,990	Registered	Fold-up display container	(U.S.) 5,305,875	Apr. 26, 1994							
	m. SUPURR GUARD	(CA) TMA499,200	Registered	File and chart holder	(U.S.) D327,095	June 16, 1992							
	n. SUPURR VENT DESIGN	(CA) TMA268,663	Registered	Printed material support holder	(U.S.) 5,056,748	Oct. 15, 1991							

TRADEMARKS				PATENTS			COPYRIGHTS		DOMAIN NAMES
Owner:	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/ Status:	Title:	Reg. No.:	Reg Date:
	ee. TENGAM 180	(U.S.) R/N 1,366,739	Registered	Printed Material Support Holder	(CA)1,338,443	July 9, 1996			
	ff. UNDEREVE	(U.S.) R/N 2,100,525	Registered	File Folder Support Rack	(CA)1,107,166	Aug. 18, 1981			
	gg. URACK	(U.S.) R/N 1,208,217	Registered	Printed Material Support Holder	(AU) 48496/90	Published			
	hh. VERTI-TRAY	(U.S.) R/N 1,015,276	Registered	Hooded Exhaust Vent	(CA) 85099	November 6, 1998			
	ii. X-RACK	(U.S.) R/N 1,155,174	Registered	Printed Material Support Holder	(EPO) 0466697	Filed January 5, 1990			
	jj. DOCUPOCKET	(MX) R/N 764,467	Registered	Printed Material Support Holder	(FR) 90902025.7	Filed January 5, 1990			
	kk. DEFLECT-O	(AU) R/N/ 440,276	Registered	Printed Material Support Holder	(DE) 69022044T2	Filed January 2, 1996			
	ll. STAND-TALL	(AU) R/N 541,062	Registered	Printed Material Support Holder	(PCT) US/99/00183	Filed January 5, 1990			
	mm. CONFIDENTIAL POCKET	(CA)	Pending	Printed Material Support Holder	(UK) 0466697	Filed January 5, 1990			
	nn. MEGA-OPTION POCKET	(CA)	Pending	Fold-Up Display Container	(PCT) US/93/01075	Abandoned			
	oo. SUPERTRAY	(CA) 1,108,380	Pending	Printed Material Support Holder	(JP) 502145/90	Abandoned			
	pp. DOCUTRAY	(CA) 1,108,378	Pending	Office Organization Receptacle	U.S. S/N 29/197,241	Filed January 13, 2004			
	qq. DOCUPOCKET	(CA) TMA586,460	Registered	Office Organization Receptacle	U.S. S/N 29/197,247	Filed January 13, 2004			

Owner:	TRADEMARKS			PATENTS			COPYRIGHTS			DOMAIN NAMES	
	Trademark:	Reg. No. or Serial No.:	Status:	Title:	Patent No.:	Issue Date/ Status:	Title:	Reg. No.:	Reg Date:		
	rr. STAND-TALL	(DE) R/N 2,007,883	Registered								
	ss. DEFLECT-O	(DE) R/N 2,003,082	Registered								
	tt. ENERGY SEAL	Indiana 5009-669	Registered								
	uu. STAND-TALL	(JP) R/N 2,515,172	Registered								
	vv. DOCUTRAY	(MX) R/N 764,468	Registered								
	ww. UNFORGETTABLE MOMENTS	(U.S.) S/N 76/448,763	Pending								
	xx. SUPERIOR IMAGE	(U.S.) S/N 76/280,531	Pending								
	yy. CLASSIC IMAGE	(U.S.) S/N 76/280,528	Pending								
	zz. CONFIDENTIAL POCKET	(U.S.) S/N 76/556,518	Pending								
	A. DOCUPOCKET	(U.S.) R/N 2,782,422	Registered								
	B. ALUM-A-FOAM	(U.S.) R/N 1,010,448	Registered								
	C. DEFLECT-O	(U.S.) R/N 1,020,535	Registered								
	D. DEFLECT-O (& DESIGN)	(U.S.) R/N 1,021,453	Registered								
	E. DOCUPOCKET	(U.S.) R/N 2,471,750	Registered								
	F. GLASSIQUE	(U.S.) R/N 2,598,849	Registered								
	G. DOCUTRAY	(U.S.) R/N 2,654,924	Registered								
	H. SUPERTRAY	(U.S.) R/N 2,728,293	Registered								
	I. MEGA-OPTION POCKET	(U.S.) 76/556,517	Pending								
	J. SUPURR GUARD	(U.S.) S/N 76/467,319	Pending								
	K. UNDEREVE	(US) S/N 76/467,320	Pending								
	L. SUPERTRAY	(MX) R/N 769,339	Registered								
	M. GLASSIQUE	(EU) R/N 1,896,257	Registered								
	N. STAND-TALL	(UK) R/N 1,437,771	Registered								
	O. DEFLECT-O	(UK) R/N 1,446,422	Registered								

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	P.	ALUM-A-FOAM (CA) TMA247,609	Expunged							
	Q.	DEFLECT-O (AU) S/N 440,274	Abandoned							
	R.	DEFLECT-O (AU) S/N 440,275	Abandoned							
13. Rolite Plastics, Inc.	None			None			None			a. Rolite.com
14. Tele-Flow, Inc.	a. 4-FAN	(U.S.) S/N 75,893,168	Abandoned	a. Combination bath fan, register box, air conditioning and heating boot	(U.S.) 5,934,362	August 10, 1999	None			None
	b. TELE-PAK	(U.S.) R/N 2,134,544	Registered	b. Flexible air duct with diamond interlock scrim	(U.S.) 5,785,091	July 28, 1998				
	c. TELE-FLOW	(U.S.) R/N 1,468,927	Registered	c. Combination Bath Fan, Register Box, Air Conditioning and Heating Boot	(U.S.) 6,287,191	September 11, 2001				
				d. Combination Bath Fan, Register Box, Air Conditioning and Heating Boot	(PCT) US98/00279	Abandoned				
				e. Bath Ventilating, Heating And Air Conditioning Unit	(CA) 2,275,538	Abandoned				
15. SPL Holdings, Inc.	None			None			None			None
Valmark Industries, Inc.	a. VALMARK	(U.S.) R/N 1,885,332	Registered	a. Write Protect Component For Re-Writable Compact Discs	(U.S.) 6,151,294	November 21, 1998	None			None

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26.	DACCO/ Detroit of Arizona, Inc.	None			None			None			None
27.	DACCO/ Detroit of Chattanooga, Inc.	None			None			None			None
28.	DACCO/ Detroit of Florida, Inc.	None			None			None			None
29.	DACCO/ Detroit of Indiana, Inc.	None			None			None			None
30.	DACCO/ Detroit of Kentucky, Inc.	None			None			None			None
31.	DACCO/ Detroit of Memphis, Inc.	None			None			None			None
32.	DACCO/ Detroit of Michigan, Inc.	None			None			None			None
33.	DACCO/ Detroit of Minnesota, Inc.	None			None			None			None
34.	DACCO/ Detroit of Missouri, Inc.	None			None			None			None
35.	DACCO/ Detroit of Nebraska, Inc.	None			None			None			None
36.	DACCO/ Detroit of Nevada, Inc.	None			None			None			None
37.	DACCO/ Detroit of New Jersey, Inc.	None			None			None			None
38.	DACCO/ Detroit of North Carolina, Inc.	None			None			None			None
39.	DACCO/ Detroit of Ohio, Inc.	None			None			None			None
40.	DACCO/ Detroit of Oklahoma, Inc.	None			None			None			None

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41.	DACCO/ Detroit of Pennsylvania, Inc.	None			None			None			None
42.	DACCO/ Detroit of South Carolina, Inc.	None			None			None			None
43.	DACCO/ Detroit of Texas, Inc.	None			None			None			None
44.	DACCO/ Detroit of Virginia, Inc.	None			None			None			None
45.	DACCO/ Detroit of West Virginia, Inc.	None			None			None			None
46.	DACCO/ Detroit of Maryland, Inc.	None			None			None			None
47.	Detroit Transmission Parts (NY), Inc.	None			None			None			None
48.	Detroit Transmission Products, Inc.	None			None			None			None
49.	Nashville Transmission Parts, Inc.	None			None			None			None

U.S. = United States

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633 West Fifth Street, Suite 4000
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Tel: (213) 485-1234 Fax: (213) 891-8763
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February 27, 2004

VIA FIRST CLASS MAIL

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Re: Recordation Form Cover Sheet (Trademarks) – Security Agreement

Dear Sirs:

Transmitted for filing herewith is a *Recordation Form Cover Sheet* and the enclosed *Trademark Security Agreement and Schedules*, a check in the amount of \$ 1815.00 as filing fee, and an self-addressed acknowledgement postcard.

Should you have any questions please contact me at (213) 485-1234.

Respectfully submitted,



Rachel Pinto
Intellectual Property Paralegal

Enclosures

cc: Jennifer Cheng, (w/ enclosures)

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