

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lyon Workspace Products, L.L.C.		08/10/2004	limited liability company: DELAWARE
Lyon Metal Products, L.L.C.		08/10/2004	limited liability company: DELAWARE
Lyon Metal, Inc.		08/10/2004	CORPORATION: DELAWARE
Sycamore Systems, L.L.C.		08/10/2004	limited liability company: DELAWARE
Paltier, L.L.C.		08/10/2004	limited liability company: DELAWARE
Paris Metal Products, L.L.C.		08/10/2004	limited liability company: DELAWARE
Pride Metals, L.L.C.		08/10/2004	limited liability company: DELAWARE
Durand Products, L.L.C.		08/10/2004	limited liability company: DELAWARE
Targeted Marketing, L.L.C.		08/10/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank One, NA, as Agent
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2518364	XL-3000
Registration Number:	2579432	BIGFOOT
Registration Number:	2497248	WORKFLOR

900011841

TRADEMARK
REEL: 002919 FRAME: 0034

OP \$740.00 2518364

Registration Number:	2515660	"E-Z"
Registration Number:	1992070	SKY-WAL
Registration Number:	1739823	LABELS LABELS LABELS ON COMMAND
Registration Number:	1759910	ERGO-BENCH
Registration Number:	1570623	LYON
Registration Number:	1496799	EXCHANGE MASTER
Registration Number:	1548323	LOCKERACK
Registration Number:	1543228	SAFETYLINK
Registration Number:	1450354	MSS II
Registration Number:	1319400	VAL/TEC
Registration Number:	0973836	LYON
Registration Number:	0843704	LYON
Registration Number:	0749664	LYON
Registration Number:	0573619	LYON
Registration Number:	0545042	LYON
Registration Number:	0570062	LYON
Registration Number:	0571461	LYON
Registration Number:	0099326	LYON
Registration Number:	2867502	VIPERLOCK
Registration Number:	2515704	KWIK KLIK
Registration Number:	1959217	PALDEK
Registration Number:	2008843	PALGARD
Registration Number:	1133133	PALTIER
Registration Number:	1040420	INTERCHANGE
Registration Number:	1827068	DURAND
Registration Number:	1966218	BULLET-PROOF

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-3865
 Email: Sharon.Patterson@goldbergkohn.com
 Correspondent Name: Sharon Patterson
 Address Line 1: 55 E. Monroe St., Ste. 3700
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.112
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NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 8

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of the 10th day of August, 2004 by and among Lyon Workspace Products, L.L.C., a Delaware limited liability company, Lyon Metal Products, L.L.C., a Delaware limited liability company, Lyon Metal, Inc., a Delaware corporation, Sycamore Systems, L.L.C., a Delaware limited liability company, Paltier, L.L.C., a Delaware limited liability company, Paris Metal Products, L.L.C., a Delaware limited liability company, Pride Metals L.L.C., a Delaware limited liability company, Durand Products, L.L.C., a Delaware limited liability company, Targeted Marketing, L.L.C., a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), and Bank One, NA, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrowers, the other Loan Parties, Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrowers;

WHEREAS, a certain Pledge and Security Agreement of even date herewith among Agent, Borrowers and L & D Group, Inc., a Delaware corporation ("Holdings") (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of Borrowers' and Holdings' assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Borrower hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Borrower's entire right, title and interest in and to any and all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Borrower hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Borrower or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by each Borrower. Each Borrower shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by such Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND


UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT BORROWERS SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.


6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

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


LYON WORKSPACE PRODUCTS, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer/V.P. Finance


LYON METAL PRODUCTS, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer


LYON METAL, INC.

By: 
Name: Douglas M. Harrison
Title: Treasurer


SYCAMORE SYSTEMS, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer


PALTIER, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer


PARIS METAL PRODUCTS, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer


PRIDE METALS L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer

DURAND PRODUCTS, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer

TARGETED MARKETING, L.L.C.

By: 
Name: Douglas M. Harrison
Title: Treasurer

Accepted and Agreed to:

BANK ONE, NA, as Agent

By: William H. Franklin
Its Associate Director

SCHEDULE A**PATENTS**

PATENT DESCRIPTION	US PATENT NUMBER
Cabinet with latch mechanism	4804876
Shelving structure and clip used therein	4513669
Drawer locking system	4352529
Chair back	D 409864
Chair seat	D 408664
Shelving system	5452812
Storage rack locking beam-to-column connection	6352164

SCHEDULE B

COPYRIGHT REGISTRATIONS

NONE

TRADEMARK

REEL: 002919 FRAME: 0043

SCHEDULE C
TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
XL-3000	2518364	12/11/01
Bigfoot	2579432	6/11/02
Workflor	2497248	10/9/01
E-Z	2515660	12/4/01
Sky-wal	1992070	8/6/96
Labels Labels Labels On Command	1739823	12/15/92
Ergo-bench	1759910	3/23/93
Lyon	1570623	12/12/89
Exchange master	1496799	7/19/88
Lockerack	1548323	7/18/89
Safetylink	1543228	6/13/89
MSS II	1450354	8/4/87
Val/Tec	1319400	2/12/85
Lyon	973836	11/27/73
Lyon	843704	2/6/68
Lyon	749664	5/21/63
Lyon	573619	4/28/53
Lyon	545042	7/17/51
Lyon	570062	2/10/53
Lyon	571461	3/10/53
Lyon	99326	8/25/14
Viperlock	2867502	7/27/04
Kwik Klik	2515704	12/4/01
Paldek	1959217	2/27/96
Palgard	2008843	10/15/96
Paltier	1133133	4/15/80
Interchange	1040420	6/1/76
Durand	1827068	3/15/94
Bullet-Proof	1966218	4/9/96