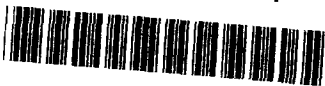


10-18-2004



102788286

ET

10/18/04

To the Director of the U. S. Patent and Trademark Office

Send all correspondence to the address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Holland Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State Michigan
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Michigan

Execution Date(s) September 28, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Standard Federal Bank, N.A., as U.S. Agent

Internal Address:

Street Address: 2600 W. Big Beaver Road

City: Troy

State: Michigan

Country: U.S.A. Zip: 48084

Association Citizenship U.S.

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See continuation of Item 4 attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: Latham & Watkins  
Suite 5800

Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

October 15, 2004

Date

DBYRNE 00000080 619829

Signature

Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 7

10/19/2004

01 FC:8521  
02 FC:8522  
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONTINUATION OF ITEM 4**

**619,829**  
**515,943**  
**73,250**  
**2,089,967**  
**1,722,943**  
**853,094**

CH717454.1

**TRADEMARK**  
**REEL: 002956 FRAME: 0036**

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Supplemental Trademark Security Agreement"), dated as of September 28, 2004, by THE HOLLAND GROUP, INC., a Michigan corporation ("Grantor"), in favor of STANDARD FEDERAL BANK, N.A., a national banking association, as U.S. Agent for itself and for U.S. Lenders, Canadian Agent and Canadian Lenders ("U.S. Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of December 22, 2003 by and among Grantor, the Persons named therein as Borrowers and other Loan Parties, the U.S. Agent, LaSalle Business Credit, Inc., a division of ABN AMRO Bank N.V., Canada Branch, a division of the Canadian resident branch of an authorized foreign bank in Canada, for itself, as a Canadian Lender, and as Canadian Agent for itself and for Canadian Lenders, U.S. Agent and U.S. lenders and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers and guaranteed by Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to U.S. Agent, for itself and for Lenders and Canadian Agent, this Supplemental Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to U.S. Agent, on behalf of itself, Lenders and Canadian Agent, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AGREEMENT. The security interests granted pursuant to this Supplemental Trademark Security Agreement are granted in conjunction with the security interests granted to U.S. Agent, on behalf of itself, Lenders and Canadian Agent, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of U.S. Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOLLAND GROUP, INC., as Grantor

By: Richard W. Muzzy, Jr.  
Name: Richard W. Muzzy, Jr.  
Title: Chairman

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,  
as U.S. Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK  
REEL: 002956 FRAME: 0039

IN WITNESS WHEREOF, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE HOLLAND GROUP, INC., as Grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,  
as U.S. Agent

By: *Greg Bolter*

Name: Greg Bolter

Title: VP

[Signature Page to Supplemental Trademark Security Agreement]

TRADEMARK  
REEL: 002956 FRAME: 0040

SCHEDULE I

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>REG. NO.</b>
400-C	Brazil	818773294
	European Community	000836932
	US	1,997,068
Castloc	US	1,831,256
Simplex	Australia	B180,994
	Australia	A97,274
	Brazil	818773308
	Chile	614.083
	European Community	000837062
	Mexico	72478
	New Zealand	B82701
	South Africa	3624/48
	US	619,829
	Zimbabwe	B920/68
	US	515,943
	US	73,250
Simplex Lite	US	2,089,967
Simplex Slack-Free	Australia	B207,381
Slack-Free	Brazil	004508513
Taperloc	Canada	208,183
Touchloc	US	1,722,943
Slack-Free	US	853,094