

06-07-2004



COVER SHEET
ONLY

Tab settings 000

To the Honorable Commissioner

102759702

the attached original documents or copy thereof.

1. Name of conveying party(ies):
FASTENERS FOR RETAIL, INC.

- Individual(s)
- General Partnership
- Corporation OH
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 27, 2004

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Second Lien Collateral Agent

Internal Address: _____

Street Address : 311 South Wacker Dr., Suite 1600

City: Chicago State: IL 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE
- Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)
76/431,522

B. Trademark Registration
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: Rebecca L. Ramstrom

Internal Address: 18th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and registrations 22

7. Total fee (37 CFR) \$ 565.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/08/2004 LABELLER 00000007 76431522

DO NOT USE THIS SPACE

01 FC:0521 40.00 OP
02 FC:0522 525.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.

Rebecca L. Ramstrom
Name of Person

Rebecca L. Ramstrom
Signature

06/01/04

Total number of pages including cover sheet, attachments, and 9

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

Fasteners for Retail, Inc. – U.S. Trademark Registrations

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
SHIPFLAT	1,665,842	11/26/91
ARROWHEAD	1,087,186	03/14/78
INFO-SYSTEMS	1,549,186	07/25/89
INFOCO	1,549,200	07/25/89
TWIST POP	1,189,736	02/16/82
VERSA CLIP	1,256,143	11/01/83
SUPER GRIP	1,495,103	07/05/88
RAZZ SYSTEM	1,642,836	04/30/91
FASTENERS FOR RETAIL	2,022,773	12/17/96
DATA STRIP	1,911,437	08/15/95
POP-UP	2,167,001	06/23/98
FFR (& Design)	2,232,064	03/16/99
EXCELSIOR	2,125,271	12/30/97
FFR YELLOW PAGES	2,262,370	07/20/99
FOLD-N-HOLD	2,247,725	05/25/99
SIGNIFY	2,428,185	02/13/01
SPACE COMMANDER	2,278,064	09/14/99
SALE AHOY!	2,379,477	08/22/00
CORR-A-CLIP	2,428,339	02/13/01
SURE-TWIST	2,491,451	09/18/01
EXTEND-A-TRACK	2,782,993	11/11/03

Fasteners for Retail, Inc. – U.S. Trademark Applications

<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
POWER ZONE	76/431,522	07/17/02

Fasteners for Retail, Inc. – State Registered Tradenames

FASTENERS FOR RETAIL (Ohio registration No. RN206109)

Fasteners for Retail, Inc. – Foreign Trademark Registrations

<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>
FFR & Design	Canada	585364
FFR & Design	Europe	002167617
FFR & Design	Mexico	522827

Second Lien Trademark Security Agreement - Borrower

MAY 27, 2004

TRADEMARK SECURITY AGREEMENT

WHEREAS, FASTENERS FOR RETAIL, INC., an Ohio corporation, and successor by merger to FFR Acquisition Corporation ("**Grantor**"), owns the Trademark registrations and applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of May 27, 2004 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), with Antares Capital Corporation, as administrative agent ("**Agent**") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), First Lien Collateral Agent (as defined in the Credit Agreement), Second Lien Collateral Agent (as defined in the Credit Agreement) and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Borrower and Agent, First Lien Collateral Agent and Second Lien Collateral Agent, Grantor has granted to First Lien Collateral Agent, for the benefit of itself and the First Lien Secured Parties (as defined in the Security Agreement), and to Second Lien Collateral Agent, for the benefit of itself and the Second Lien Secured Parties (as defined in the Security Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**Liabilities**" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Second Lien Collateral Agent ("**Grantee**") a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired (excluding the Restricted Collateral (as defined in the Security Agreement)):

(1) each trademark, trademark registration and trademark application included in the Trademarks, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each license of any Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the trademarks and trademark registrations referred to in **Schedule 1** annexed hereto, the trademark registrations issued with respect to the trademark applications referred in **Schedule 1** and the trademarks licensed under

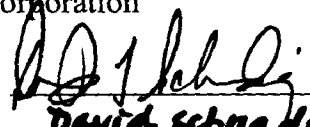
any license of any trademarks, or (b) injury to the goodwill associated with any trademark or trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

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

FASTENERS FOR RETAIL, INC., an
Ohio corporation

By: 
Name: David Schnadig
Its: Vice President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Second Lien
Collateral Agent

By: _____
Name: _____
Its: _____


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

FASTENERS FOR RETAIL, INC., an
Ohio corporation

By: _____
Name: _____
Its: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Second Lien
Collateral Agent

By: 
Name: MICHAEL W. CHIRILLO
Its: MANAGING DIRECTOR

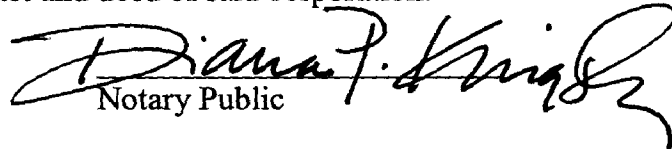
Second Lien Trademark Security Agreement - Borrower

TRADEMARK
REEL: 002982 FRAME: 0129

ACKNOWLEDGMENT

STATE OF New York)
)ss.
COUNTY OF New York)

On the 27th day of May, 2004, before me personally appeared David Schnadie, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is Vice President of Fasteners For Retail, Inc., an Ohio corporation, described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}

My commission expires:

11-23-06

DIANA P. KINGSLEY
Notary Public, State of New York
No. 01K16016681
Qualified in New York County
My Commission Expires November 23, 2006

Second Lien Trademark Security Agreement - Borrower

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Second Lien Trademark Security Agreement - Borrower

FFR SUPERGRIPS	Europe	001595396
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FFR & Design	Brazil	824045858
FFR & Design	Venezuela	9359-01
SUPERGRIP	Canada	1100958

Second Lien Trademark Security Agreement - Borrower