Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
The Holland Group, Inc.

☐ Individual(s) ☐ Association
☒ Corporation - **Michigan**
☐ Other

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

2. Name and address of receiving party(ies)
Name: **Silver Point Finance, LLC**
Internal Address: _____
Street Address: **600 Steamboat Road**
City: **Greenwich** State: **CT** Zip: **06830**
☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☒ Corporation – **Delaware limited liability company**
☐ Other _____

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: **September 28, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1997068; 1831256; 619829; 515943; 73250; 2089967; 1722943; 853094

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Santo Manna, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) ..... $ **215.00**
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
500675 – Schulte Roth & Zabel LLP/Order No. 051511/0015

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

DO NOT USE THIS SPACE

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 copy of the original document.

Santo Manna, Esq.		November 2, 2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 5

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

CH $215.00 500675 1997068

9752364.1

EXECUTION COPY

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of September 28, 2004, by THE HOLLAND GROUP, INC., a Michigan corporation ("Grantor") and SILVER POINT FINANCE, LLC, a Delaware limited liability company, as Agent for itself and for the Lenders ("Agent").

WITNESSETH:

WHEREAS, Grantor, Agent, *et al.* are parties to a certain Loan and Security Agreement dated as of December 22, 2003, as amended by Limited Waiver, Limited Consent and First Amendment dated as of September 28, 2004 (as amended, the "Loan Agreement"), in connection with which Grantor made in favor of Hilco Capital LP, as predecessor in right to Agent, a Trademark Security Agreement dated as of December 22, 2003 (the "Security Agreement");

WHEREAS, as an inducement to Agent to enter into a Second Amendment to Loan Agreement dated on or about even date herewith, by and among Grantor, Agent, and the other parties to the Loan Agreement (such amendment the "Second Amendment"), Grantor is willing to execute and deliver to Agent, for itself and for Lenders, this Amendment to 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 the Loan Agreement, as amended by the Second Amendment.

2. GRANT OF SECURITY INTEREST IN ADDITIONAL TRADEMARK COLLATERAL. In addition to the security interests granted in the Security Agreement, Grantor hereby grants to Agent, on behalf of itself and the Lenders, a continuing 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 "Additional Trademark Collateral"):

(a) all of the Trademarks and Trademark Licenses listed 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 such Trademark and 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 such Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any such Trademark or any Trademark licensed under any such Trademark License.

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

4. EXISTING INTERESTS REAFFIRMED. The liens and security interests granted to the Agent hereunder, in the Additional Trademark Collateral, are in addition to, and in no way supersede, modify or replace, the liens and security interests granted under the Security Agreement and the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment to Trademark Security Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

THE HOLLAND GROUP, INC., as Grantor

By: _____
Name: RICHARD W. MUZZY JR
Title: CHAIRMAN

SILVER POINT FINANCE, LLC, as Agent

By: _____
Name: Jeffrey A. Gelfand
Title: Chief Financial Officer

EXECUTION COPY

SCHEDULE I
TO
AMENDMENT TO TRADEMARK SECURITY AGREEMENT
ADDITIONAL TRADEMARKS AND TRADEMARK LICENSES

TRADEMARK	COUNTRY	REG. NO.
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	B920/66
	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