

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
Tab Products Co.		10/22/2002	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street, Ste. 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0984988	COMPUCOLOR	
Registration Number:	1170959	TAB	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Sharon Patterson		
Signature:	/sharon patterson/		
Date:	02/07/2005		
Total Attachments: 8			

OP \$65.00 0984988

source=PDF_Docu#page1.tif
source=PDF_Docu#page2.tif
source=PDF_Docu#page3.tif
source=PDF_Docu#page4.tif
source=PDF_Docu#page5.tif
source=PDF_Docu#page6.tif
source=PDF_Docu#page7.tif
source=PDF_Docu#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 22nd day of October, 2002, by TAB PRODUCTS CO., formerly known as T Acquisition Co., a Delaware corporation ("**Borrower**") in favor of LASALLE BANK NATIONAL ASSOCIATION, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**");

W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement dated as of September 17, 2002 (as amended, amended and restated or otherwise modified from time to time in accordance with its terms, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement and the Canadian Loan Agreement (as hereinafter defined), and as each may be amended or otherwise modified from time to time in accordance with their respective terms, the "**Financing Agreements**"), which Financing Agreements provide, inter alia, (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Borrower has also entered into that certain Guaranty in favor of LaSalle Business Credit, a division of ABN AMRO Bank N.V., Canada Branch ("**LaSalle Canada**") dated as of October 22, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Canadian Guaranty**") pursuant to which Borrower has guaranteed all of the obligations of Tab Products of Canada, Limited ("**Tab Canada**") owing to LaSalle Canada under that certain Credit Agreement dated as of October 22, 2002, 2002 between Tab Canada and LaSalle Canada (the "**Canadian Loan Agreement**");

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

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities and the LaSalle Canada Liabilities, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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 (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Collateral Agent. In order to facilitate the granting by Borrower of liens on and security interests in the Collateral to secure the LaSalle Canada Liabilities, Lender has agreed to act as collateral agent for LaSalle Canada and with respect to the LaSalle Canada Liabilities, agrees that the liens and security interests granted to Lender hereunder shall be for the benefit of LaSalle Canada (without limitation of the liens and security interests granted in favor of Lender with respect to the Liabilities owed to the Lender). The rights and priorities of the liens and security interest in favor of Lender as between the Liabilities owing to Lender and the LaSalle Canada Liabilities shall be as set forth in an intercreditor agreement between Lender and LaSalle Canada and the scope, rights and obligations of Lender's agency appointment are as set forth in an Agency Agreement between Lender and LaSalle Canada.

4. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) except as set forth on Exhibit B, no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) to the extent permitted under the laws pursuant to which the Trademarks were created and registered, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances except as created in favor of Lender under this Security Agreement or other Financing Agreements, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

5. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities and the LaSalle Canada Liabilities shall have been satisfied in full and

the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

6. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities and the LaSalle Canada Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

7. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the LaSalle Canada Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

8. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

9. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and the LaSalle Canada Liabilities and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, actually incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or

proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities and LaSalle Canada Liabilities.

11. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, as commercially reasonable, until Borrower's Liabilities and the LaSalle Canada Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks granted in accordance with applicable laws, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities and the LaSalle Canada Liabilities under this Section 11 shall be borne by Borrower.

12. Lender's Right to Sue. After an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses actually incurred by Lender in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements 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.

14. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or

(ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities and the LaSalle Canada Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and permitted assigns; provided, however, that, absent the occurrence of an Event of Default, Lender shall not sell, assign, transfer or dispose of this Agreement, or any interest therein, to any competitor of Borrower (provided, that a financial institution that is an affiliate of a competitor of Borrower shall not constitute a competitor of Borrower for this purpose).

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

TAB PRODUCTS CO., formerly known as T Acquisition Co.

By: [Signature]
Title: Chief Executive Officer

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK
NATIONAL ASSOCIATION

By: [Signature]
Its: [Signature]

SCHEDULE A

US Trademarks

<u>Trademark</u>	<u>Number</u>
AlphaCode	984987
CompuColor	984988; 1032977
Data Media	1017443
Encompass	76/212089
Evantage	76/225179
EXPRESS-TRAC	76/228174
FileTracker	2053744
POWER-TRAC	75/722687
SIDE-TRAC	1340758
Spacefinder	0670924
Star Design	1217504
TAB	2085145; 1221190 (to be renewed 12/21/02); 1222541 (to be renewed 1/4/03); 1588560; 1170959
TABQUICK	1838943
TAB-TRAC	1215860 (to be renewed 11/9/02)
Tape ID	1203520 (expires 8/23/02; plan to abandon)
The Knowledge Behind	2401729
The Magic Circle	1215287; 1204452 (sold to Wright Line)
Twinfile	1810803
UniStor	2347206
UNITRAC	1240380

Foreign Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Number</u>
CompuColor	Canada	248490
Databox	Canada	249167
Datafile	Canada	260721
Datafile and Design	Australia	617301; 617302; 661782; 617303 (not is use)
EUROTAB	Benelux	540055
EUROTAB	Germany	2093066
EUROTAB	France	93482467
EUROTAB	Denmark	VRF 00.538.1
EXPRESS-TRAC	Canada	1102894
Frolic & Design	Canada	249954 (not in use)
Spacefinder	Canada	167435
TAB	France	1426749
TAB	Switzerland	355567
TAB	Italy	525767
TAB	Austria	59977
TAB	Benelux	77822
TAB	Canada	125474
Tab Products of Canada	Canada	172530
Tab Products of Canada	Canada	1123901 (registration not pursued)
Unit Spacefinder	Canada	174609
Wright Line & Design	Canada	380675