

03-08-2005



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To the Director of the U. S. Patent and Trademark Office, _____
ad documents or the new address(es) below.

3-705-

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

The Holland Group, Inc.

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

Citizenship (see guidelines) Michigan
Execution Date(s) February 22, 2005

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.

Internal
Address: _____

Street Address: 2600 W. Big Beaver Road

City: Troy

State: Michigan

Country: USA 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)

76/567,103

B. Trademark Registration No.(s)

2,804,822

Additional sheet(s) attached? Yes No

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

The Holland (Blue Oval) Trademark

ELI-Electronic Lock Indicator

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins
Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL 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:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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 _____

0000029 76567103 120.00 OP

9. Signature:

Linda R. Kastner
Signature

March 2, 2005
Date

Linda R. Kastner

Total number of pages including cover sheet, attachments, and document: 0

03/08/2005 DRYRNE 00000028 76567103

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

01 FC:8521
02 FC:8522

03/08/2005 DRYRNE 00000029 76567103 120.00 OP

SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Second Supplemental Trademark Security Agreement"), dated as of February 22, 2005, 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 Second 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 Second 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 Second 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: Samuel A. Martin
Name: Samuel A. Martin
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

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

By: _____
Name: _____
Title: _____

[Signature Page to Second Supplemental Trademark Security Agreement]

CH745848

TRADEMARK
REEL: 003041 FRAME: 0251

IN WITNESS WHEREOF, Grantor has caused this Second 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 Boller*
Name: *Greg Boller*
Title: *VP*

[Signature Page to Second Supplemental Trademark Security Agreement]

CH745848

TRADEMARK
REEL: 003041 FRAME: 0252

SCHEDULE I
TO
SECOND SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
ADDITIONAL TRADEMARKS AND TRADEMARK LICENSES

I. Trademarks (Pending Applications):

| TRADEMARK | COUNTRY | APP/SERIAL NO. |
|---|----------------|-----------------------|
| HOLLAND AND DESIGN (OVAL) | EPC | 2409654 |
| The Holland (Blue Oval) Trademark | Argentina | |
| The Holland (Blue Oval) Trademark | Australia | 996624 |
| The Holland (Blue Oval) Trademark | Brazil | |
| The Holland (Black Oval) Trademark | China | 4099814 |
| The Holland (Blue Oval) Trademark | Chile | |
| The Holland (Blue Oval) Trademark | Canada | 1,213,308 |
| The Holland (Blue Oval) Trademark | India | |
| The Holland (Blue Oval) Trademark | Israel | 171485 |
| The Holland (Blue Oval) Trademark | Japan | |
| The Holland (Blue Oval) Trademark | Mexico | 652,000 |
| The Holland (Blue Oval) Trademark | South Africa | 2004/05434 |
| The Holland (Blue Oval) Trademark | Taiwan | 93015255 |
| The Holland (Blue Oval) Trademark | Venezuela | 2004-006906 |
| MARK V | China | 3985636 |
| MARK V (In Katakana) | China | 3985635 |
| HOLLAND BINKLEY | China | |
| PROPAR | China | 3975564 |
| PROPAR (In Katakana) | China | 3975563 |
| The Holland (Blue Oval) Trademark | United States | 76/567,103 |
| The Holland (Black Oval without border) Trademark | EU (CTM) | 3.735.503 |

II. Trademarks (Issued):

| NAME | COUNTRY | APP. NO. | REG. NO. |
|--------------------------------|----------------|-----------------|-----------------|
| ELI -Electronic Lock Indicator | United States | 78/176,978 | 2,804,822 |