TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Holland Group, Inc.		02/22/2005	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76567103	HOLLAND
Serial Number:	78176978	ELI

CH $65.00 76567103

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127562388
Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Daniel Angel, Esq.
Signature:	/sas for da/
Date:	03/08/2005

Total Attachments: 5

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SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT ("Second Amendment"), dated as of February 22, 2005, 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").

W I T N E S S E T H:

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 to Loan and Security Agreement dated as of September 28, 2004, by Second Amendment to Loan and Security Agreement dated September 28, 2004, and by Third Amendment (as defined below) (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, as amended by Amendment to Trademark Security Agreement dated as of September 28, 2004 (as amended, the "Security Agreement");

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

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 Second Amendment are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Lenders, pursuant to the Loan Agreement. 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, 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]

TRADEMARK
REEL: 003042 FRAME: 0432

IN WITNESS WHEREOF, the parties have caused this Second 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: Samuel A. Martin
Name: Samuel A. Martin
Title: President

SILVER POINT FINANCE, LLC, as Agent

By:_____
Name:_____
Title:_____

TRADEMARK
REEL: 003042 FRAME: 0433

IN WITNESS WHEREOF, the parties have caused this Second 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:_____
Title:_____

SILVER POINT FINANCE, LLC, as Agent

By:_____
Name: Thomas J. Steiglehner
Title: Authorized Signatory

TRADEMARK
REEL: 003042 FRAME: 0434

SCHEDULE I

TO

SECOND AMENDMENT TO 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