

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the conveying party previously recorded on Reel 003039 Frame 642. Assignor(s) hereby confirms the correct name to be ATTACHMENT TECHNOLOGIES, INC..

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Attachment Technologies, Inc.		02/25/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Antares Capital Corporation, as Agent
<b>Street Address:</b>	311 South Wacker Drive
<b>Internal Address:</b>	Suite 4400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78556714	MCMILLEN

**CORRESPONDENCE DATA**

**Fax Number:** (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 202-783-2700  
**Email:** pagodoa@federalresearch.com  
**Correspondent Name:** CBC Companies dba Federal Research  
**Address Line 1:** 1030 Fifteenth Street, NW, Suite 920  
**Address Line 2:** attn: Penelope J.A. Agodoa  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>Signature:</b>	/pja/

Date:

03/09/2005

**Total Attachments: 7**

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**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231



\*900020783A\*

MARCH 07, 2005

PTAS

CBC COMPANIES DBA FEDERAL RESEARCH  
1030 FIFTEENTH STREET, NW, SUITE 920  
ATTN: PENELOPE J.A. AGODOA  
WASHINGTON, DC 20005

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/07/2005

REEL/FRAME: 003039/0642  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:

ATTACHMENT TECHNOLOGIES, LLC

DOC DATE: 02/25/2005  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:

ANTARES CAPITAL CORPORATION, AS  
AGENT  
311 SOUTH WACKER DRIVE  
SUITE 4400  
CHICAGO, ILLINOIS 60606

CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

APPLICATION NUMBER: 78556714  
REGISTRATION NUMBER:

FILING DATE: 01/31/2005  
ISSUE DATE:

MARK: MCMILLEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

**TRADEMARK**

**REEL: 003042 FRAME: 0914**

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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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):

ATTACHMENT TECHNOLOGIES, INC.

- Individual(s)
- General Partnership
- Corporation-State DE
- 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: 02/25/2005

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal Address: SUITE 4400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State DE
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 78556714

Additional number(s) attached  Yes  No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman  
Suite 1600

Street Address: 525 WEST MONROE STREET

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**DO NOT USE THIS SPACE**

9. Signature.

Penelope S. Johnson  
Name of Person Signing

  
Signature

03/02/2005  
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

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2005, is between ATTACHMENT TECHNOLOGIES, INC., a Delaware corporation (the "Grantor") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

### RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto.

B. Reference is made to that certain Amended and Restated Credit Agreement dated as of August 23, 2004 (as the same has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Grantor, Pengo Corporation, a Delaware corporation ("Pengo"; Grantor and Pengo are referred to together as the "Borrowers"), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Documentation Agent party thereto, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders.

C. Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Borrower Security Agreement dated as of October 15, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities";

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to 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:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A 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 Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

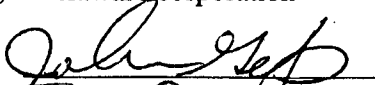
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

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 written above.

**ATTACHMENT TECHNOLOGIES,  
INC.**, a Delaware corporation

By:   
Name: John Gelfand  
Title: Chief Financial Officer



**Schedule A**

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications;  
Foreign Trademark Applications

**U.S. Trademark Registrations**

None.

**Foreign Trademark Registrations**

None.

**U.S. Trademark Applications**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Attachment Technologies, Inc.	McMILLEN	78556714	1/31/2005

**Foreign Trademark Applications**

None.

**Iowa Trademark Registrations**

None.