

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
Ameriqua Group, LLC		03/31/2005	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	Trustee and Collateral Agent: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1555003	AMERIQUEAL	
Registration Number:	1554011	AQ AMERIQUEAL	
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6175269631		
Email:	cchung@proskauer.com		
Correspondent Name:	Christopher Chung/Proskauer Rose LLP		
Address Line 1:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Christopher H Chung		
Signature:	/Christopher H Chung/		
Date:	03/31/2005		

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TRADEMARK
REEL: 003056 FRAME: 0532

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

AGREEMENT made as of the 31st day of March, 2005, between **AMERIQUAL GROUP, LLC**, having its chief executive office at 18200 Highway 41 North, Evansville, Indiana 47725-9300 ("**Grantor**"), and **U.S. BANK NATIONAL ASSOCIATION**, having an office at 60 Livingston Avenue, St. Paul, Minnesota 55107-2292, as Trustee (in such capacity, "**Trustee**") under that certain Indenture (the "**Indenture**") dated as of the date hereof among Grantor, AmeriQual Finance Co. ("**Finance Co.**"), as the issuers thereunder and Trustee in its capacity as such and as collateral agent (in such capacity "**Collateral Agent**"). All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture.

A. SECURITY INTEREST.

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof;

WHEREAS, Grantor and Finance Co. (collectively, the "**Issuers**") desire to issue Senior Secured Notes due 2012 in the aggregate principal amount of \$105.0 million pursuant to the terms of the Indenture;

WHEREAS, to secure the obligations of the Issuers under the Indenture and the related Note Documents and the other Note Obligations and Parity Debt Obligations, if any, Grantor has agreed to grant to Collateral Agent, for the benefit of the holders of Note Obligations and the holders of Parity Debt Obligations, if any (collectively, the "**Holders**"), a security interest in and lien upon all of Grantor's Trademarks (as hereinafter defined); and

NOW, THEREFORE, in order to induce Collateral Agent to enter into the Indenture and the other Note Documents and in consideration thereof, Grantor hereby grants to Collateral Agent a security interest in:

(a) all of Grantor's now existing or hereafter acquired right, title, and interest in and to: all of Grantor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "**Trademarks**");

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and

(c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the “**Collateral**”). Notwithstanding anything herein to the contrary, in no event shall the Collateral pledged hereunder include any Excluded Assets.

Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Excluded Assets.

B. OBLIGATIONS SECURED.

The security interests granted to Collateral Agent in this Agreement shall secure the prompt and indefeasible payment and performance of all “Note Obligations” as defined in the Indenture and all Parity Debt Obligations, if any, as defined in the Indenture.

C. WARRANTIES AND COVENANTS.

Grantor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Note Obligations or Parity Debt Obligations are outstanding, that:

1. To the best of Grantor’s knowledge, after due investigation, all of the existing Collateral is valid and subsisting in full force and effect, and Grantor owns sole, full, and clear title to all of the existing Collateral that is registered with the United States Patent and Trademark Office (the “Registered Collateral”), and has the right and power to grant the security interests granted hereunder. Grantor will, to the extent consistent with Grantor’s commercially reasonable judgment, at Grantor’s expense, perform all acts and execute all documents necessary to maintain the existence of the Registered Collateral as valid, subsisting and registered trademarks including without limitation the execution and filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever except the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule B hereto and (b) Permitted Liens.

2. Except as permitted by the Indenture, Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Collateral Agent, or otherwise dispose of any of the Collateral without the prior written consent of Collateral Agent.

3. (a) Grantor will, at Grantor’s expense, perform all acts and execute all documents requested at any time by Collateral Agent to evidence, perfect, maintain, record, or enforce the security interest in the Registered Collateral granted hereunder or to otherwise further the provisions of this Agreement. Grantor hereby authorizes Collateral Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Collateral Agent. Grantor further authorizes Collateral Agent to have this or any other similar Security Agreement filed with the U.S. Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(b) Each Grantor hereby authorizes the filing of any financing statements or continuation statements, and amendments to financing statements, or any similar document in any jurisdictions and with any filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect or otherwise protect the security interest granted to the Collateral Agent herein and hereby specifically ratifies all such actions previously taken by Collateral Agent. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral granted to the Collateral Agent herein, including, without limitation, describing such property as "all assets" or "all personal property, whether now owned or hereafter acquired."

4. Grantor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Credit Agreement Collateral Agent (to hold as bailee for the benefit of the Collateral Agent in accordance with the Intercreditor Agreement) five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation, after the occurrence and during the continuance of an Event of Default, of the assignment, sale or other disposition of the Collateral, subject to the Intercreditor Agreement, pursuant to Collateral Agent's exercise of the rights and remedies granted to Collateral Agent hereunder.

5. Collateral Agent may, in its sole discretion, pay any amount or do any act which Grantor fails to pay or do as required hereunder or as requested by Collateral Agent to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Note Obligations and the Parity Debt Obligations, if any, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Grantor will be liable to Collateral Agent for any such payment, which payment shall be deemed a borrowing by Grantor from Collateral Agent, and shall be payable on demand together with interest at the rate set forth in the Notes and shall be part of the Note Obligations or Parity Debt Obligations, if any, secured hereby.

6. As of the date hereof, Grantor does not have any Trademarks registered, or subject to pending applications, in the U.S. Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

7. Grantor shall notify Collateral Agent in writing of the filing of any application for the registration of a Trademark or Patent with the U.S. Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Collateral Agent, Grantor shall execute and deliver to Collateral Agent any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Collateral Agent to evidence the security interests of Collateral Agent in such Trademark.

8. Except as disclosed in writing to Collateral Agent or as may be consistent with Grantor's commercially reasonable judgment, Grantor has not abandoned any of the Trademarks material to the conduct of the business and Grantor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

9. Grantor will render any assistance, as Collateral Agent may determine is necessary, to Collateral Agent in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Grantor's exclusive property and to protect Collateral Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

10. If requested by Collateral Agent, Grantor, at Grantor's expense, shall join with Collateral Agent in such action as Collateral Agent, in Collateral Agent's discretion, may deem advisable for the protection of Collateral Agent's interest in and to the Trademarks.

11. Grantor assumes all responsibility and liability arising from the use of the Trademarks and Grantor hereby indemnifies and holds Collateral Agent harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Grantor (or any affiliate or subsidiary thereof) or out of any alleged infringement by any Trademark of the intellectual property rights of any party.

D. EVENTS OF DEFAULT.

The occurrence of any Event of Default, as such term is defined in the Indenture, shall constitute an Event of Default under this Agreement.

E. RIGHTS AND REMEDIES.

Upon the occurrence of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Collateral Agent, whether provided under law, the Note Documents or otherwise, and after expiration of any applicable grace period, subject to the Intercreditor Agreement, Collateral Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Grantor except as such notice or consent is expressly provided for hereunder:

1. Collateral Agent may require that neither Grantor nor any affiliate or subsidiary of Grantor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Collateral Agent may make use of any Trademarks for the sale of goods or rendering of services in connection with the enforcement of any other security interest granted to Collateral Agent by Grantor or any subsidiary of Grantor.

2. Collateral Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Collateral Agent shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

3. Collateral Agent may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Collateral Agent agrees to provide Grantor with ten (10) days prior written notice of any proposed disposition of the Collateral. Collateral Agent shall have the power to buy the Collateral or any part thereof, and Collateral Agent shall also have the power to execute assurances and perform all other acts which Collateral Agent may, in Collateral Agent's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Grantor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 hereof, Collateral Agent may at any time execute and deliver on behalf of Grantor, pursuant to the authority granted in the Powers of Attorney described in subparagraph C.4 hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Grantor agrees to pay Collateral Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

5. Collateral Agent may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Collateral Agent. Thereafter, Collateral Agent shall apply any remaining proceeds to the Note Obligations and Parity Debt Obligations, if any, in accordance with the Indenture. Grantor shall remain liable to Collateral Agent for any expenses or obligations remaining unpaid after the application of such proceeds, and Grantor will pay Collateral Agent on demand any such unpaid amount, together with interest at the rate set forth in the Note Documents.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Collateral Agent or Collateral Agent's designee Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Collateral Agent to take any such action at any time. All of Collateral Agent's rights and remedies, whether provided under law, this Agreement, the other Note Documents or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

F. MISCELLANEOUS.

1. Any failure or delay by Collateral Agent to require strict performance by Grantor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Collateral Agent's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a

different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Collateral Agent, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Collateral Agent and directed to Grantor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopy (fax), telex or telegram, immediately upon receipt; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Grantor: **AMERIQUEL GROUP, LLC**
18200 Highway 41 North
Evansville, Indiana 47725-9300
Attn: Mr. Timothy Brauer
Telecopier No: (812) 867-0278

If to Collateral Agent: **U.S. BANK NATIONAL ASSOCIATION**
60 Livingston Avenue
St. Paul, Minnesota 55107-2292
Attn: Richard Prokosch
Telecopier No: (651) 495-8097

3. In the event any term or provision of this Agreement conflicts with any term or provision of the Indenture, the term or provision of the Indenture shall govern.

4. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 31, 2005 (as amended, modified, supplemented or replaced from time to time, the "Intercreditor Agreement"), among GMAC Commercial Finance LLC, as Senior Agent and U.S. Bank National Association as Trustee and as Collateral Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

5. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

6. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by Grantor and Collateral Agent.

7. The security interest granted to Collateral Agent pursuant hereto shall terminate, and the Collateral will be reassigned to Grantor, at Grantor's sole expense, subject to

the Intercreditor Agreement, upon termination of the Indenture and indefeasible payment in full to Collateral Agent of all Note Obligations and Parity Debt Obligations, if any, thereunder.

8. Following the Discharge of Credit Agreement Obligations, any requirements in this Agreement that any Collateral or documents or instruments (including any powers of attorney) relating thereto be held by or delivered the Credit Agreement Collateral Agent shall be read to require that such Collateral or documents or instruments be held by or delivered to the Collateral Agent, and Grantor shall use its commercially reasonable efforts to cause the Credit Agreement Collateral Agent to deliver any such Collateral or documents or instruments in the possession of the Credit Agreement Collateral Agent to the Collateral Agent.

9. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Grantor hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York and any other State where any Collateral is located with respect to any action or proceeding arising out of this Agreement, the Note Obligations, the Parity Debt Obligations, if any, or any matter arising therefrom or relating thereto. In any such action or proceeding, Grantor waives personal service of the summons and complaint or other process and papers therein and agrees that the service thereof may be made by mail directed to Grantor at its chief executive office set forth herein or other address thereof of which Collateral Agent has received notice as provided herein, service to be deemed complete five (5) days after mailing, or as permitted under the applicable rules of any of said Courts. Any such action or proceeding commenced by Grantor against Collateral Agent will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County, and Grantor waives any objection based on forum non conveniens and any objection to venue in connection therewith.

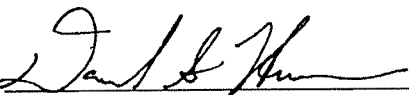
10. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Agreement, the other Agreements or any matter or proceeding relating thereto.

[Remainder of Page Intentionally Left Blank.]


IN WITNESS WHEREOF, Grantor and Collateral Agent have executed this Trademark Security Agreement as of the day and year first above written.

AMERQUAL GROUP, LLC

By: its General Manager, AmeriQual Holding, Inc.

By: 
Name:
Title:

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee and as Collateral Agent**

By: 
Name: Richard Prokosch
Title: Vice President

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of March, 2005, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he/she is the _____
of AmeriQual Holding, Inc., the general manager of **AMERIQUEL GROUP, LLC**, the limited
liability company described in and which executed the foregoing instrument and that he/she
executed said instrument by order of the members of said limited liability company.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of March, 2005, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he/she is the _____
of **U.S. BANK NATIONAL ASSOCIATION**, described in and which executed the foregoing
instrument and that he/she is authorized to execute said instrument on behalf of said bank.

Notary Public

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that **AMERIQUEAL GROUP, LLC**, having an office at 18200 Highway 41 North, Evansville, Indiana 47725 (hereinafter "**Grantor**"), hereby appoints and constitutes **U.S. BANK NATIONAL ASSOCIATION**, as Collateral Agent ("**Collateral Agent**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Grantor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Collateral Agent, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Grantor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Collateral Agent, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Grantor and Collateral Agent dated of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all "**Note Obligations**" and all "**Parity Debt Obligations**", if any, as such terms are defined in the Security Agreement.

Dated as of March 31, 2005

AMERIQUEAL GROUP, LLC

By: its General Manager, AmeriQual Holding, Inc.

By: _____
Name:
Title:

STATE OF)
) ss.:
COUNTY OF)

On this ____ day of March, 2005, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he/she is the _____
of AmeriQual Holding, Inc., the general manager of **AMERIQUEL GROUP, LLC**, the limited
liability company described in and which executed the foregoing instrument and that he/she
executed said instrument by order of the members of said limited liability company.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
"AMERIQUEQUAL" name	1,555,003	09/05/1989
"AQameriQual" logo	1,554,011	08/29/1989

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None.