

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Non-Exclusive License		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Emplast, Inc.		03/30/2005	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stack-On Products Co.		
<b>Street Address:</b>	1360 N. Old Rand Road		
<b>Internal Address:</b>	P.O. Box 489		
<b>City:</b>	Wauconda		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60084		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2136229	EMPLAST	
Registration Number:	2085007	EMPLAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)521-2875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-521-2775		
<b>Email:</b>	asacharoff@muchshelist.com		
<b>Correspondent Name:</b>	Adam K Sacharoff		
<b>Address Line 1:</b>	191 N Wacker Drive Suite 1800		
<b>Address Line 2:</b>	Much Shelist		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Adam K Sacharoff		
<b>Signature:</b>	/aks/		

CH \$65.00 2136229

Date:

04/13/2005

**Total Attachments: 6**

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**TRADEMARK LICENSE AGREEMENT**

THIS TRADEMARK LICENSE AGREEMENT (this "**Agreement**") is made as of March 30, 2005 between EMPLAST, INC., a Minnesota corporation ("**Licensor**") and STACK-ON PRODUCTS CO., an Illinois corporation ("**Licensee**").

**RECITALS:**

A. Licensor owns the trademark "EMPLAST", as shown on Exhibit A (the "**Trademark**").

B. Licensee acknowledges and agrees that a substantial amount of goodwill and distinctiveness has attached to the Trademark. Licensee desires to obtain an exclusive license to use the Trademark in accordance with the terms and conditions set forth in this Agreement.

In consideration of the foregoing and the obligations, duties and rights set forth below, the parties agree as follows:

1. **Trademark License Grant.** Subject to the terms and conditions set forth in this Agreement and subject to the terms of the non-exclusive, non-transferable, two-year license granted by Licensor to MAG, Inc., an Indiana corporation ("**MAG**"), to use the name "Emplast Security Products" and derivatives of such name, as set forth in that certain Asset Purchase Agreement dated as of December 31, 2004 between Licensor and MAG, Licensor grants to Licensee an exclusive license to use, publish, display and commercially exploit the Trademark (the "**License**") in conjunction with Licensee's manufacture and distribution of storage and organization products (the "**Field of Use**"), everywhere throughout the world (the "**Territory**"), and during the term specified in Section 6 below.

2. **Consideration.** The consideration for the License is as set forth in that certain Asset Purchase Agreement of even date herewith between Licensor and Licensee.

3. **Obligation to Identify Ownership.** Licensee shall cause to appear in all film, television, radio, newspaper, magazine or other materials in which Licensee utilizes any Trademark such trade or service mark registration notices or copyright notices as Licensor specifies.

4. **Books, Records and Inspections.** Licensee shall maintain accurate and complete books of accounts and records concerning its use of the Trademark, including all uses in the Field of Use and its advertising and marketing programs. Licensee shall provide copies of such records to Licensor within five (5) days of Licensor's request for the same. Licensor shall have the right, at its sole expense, to examine those books and records of Licensee which pertain to the Field of Use and the Trademark. Licensor shall exercise its foregoing inspection rights by providing Licensee with at least five (5) days advance, written notice and shall conduct such inspections in a manner which does not unreasonably interfere with Licensee's business.

**Execution Copy**

5. **Quality Standards.** During the term of the License, Licensor has the right to establish such quality standards concerning the License within the Field of Use which Licensor deems necessary to protect the Trademark, the reputation associated therewith and the goodwill attached thereto. Licensor shall have the right to inspect any of Licensee's products bearing the Trademark and to request reasonable changes within a reasonable time to ensure that the products meet current standards.

6. **Term of License.** The term of the License shall commence on the date hereof and continue for a period of ninety-nine (99) years unless terminated earlier upon 30-days prior written notice by Licensee to Licensor that Licensee is terminating the License.

7. **No Agency or Partnership.** The parties agree that this Agreement does not constitute Licensee as the agent, legal representative, partner or joint venturer of Licensor for any purpose whatsoever. Neither party has any right to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner or concerning any matter.

8. **Notices.** All notices for which provision is made in this Agreement shall be given in writing either by actual delivery of the notice in the hands of the party entitled to the notice or by mailing the notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing. If a notice is so mailed, it shall be addressed to each party's principal place of business.

9. **Entire Agreement.** This Agreement, and all certificates, documents and instruments delivered under this Agreement (the "**Ancillary Documents**"), set forth and constitute the entire agreement and understanding and all of the representations and warranties of the parties to this Agreement with respect to the subject matter of this Agreement. This Agreement and the Ancillary Documents supersede any and all prior agreements, negotiations, correspondence undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written (collectively the "**Prior Communications**") of any party to this Agreement and no party to this Agreement can rely or will be deemed to have relied upon any Prior Communications.

10. **Assignment of License.** The License may be assigned by Licensee without Licensor's consent.

11. **Amendment and Modification.** This Agreement cannot be amended, modified or supplemented except by an instrument in writing duly executed by all of the parties to this Agreement.

12. **Recitals Incorporated.** The Recitals are hereby incorporated into this Agreement as a part of the understanding of the parties.

13. **Construction.** The Section headings in this Agreement are solely for convenience of reference only and will not in any way affect the interpretation of this Agreement.

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When used in this Agreement, the masculine includes the feminine and the neuter, and the singular includes the plural, and vice versa as the context requires.

14. **Governing Law.** This Agreement will be governed by the law of the State of Illinois.

**[Remainder of page left intentionally blank; signature page follows]**

**Execution Copy**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

EMPLAST, INC.

By: \_\_\_\_\_

David Shusterich, President

STACK-ON PRODUCTS CO.

By: \_\_\_\_\_

John W. Lynn, President

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

**ASSIGNOR:**

EMPLAST, INC.,  
a Minnesota corporation

By: \_\_\_\_\_  
David Shusterich, President

**ASSIGNEE:**

STACK-ON PRODUCTS CO.,  
an Illinois corporation

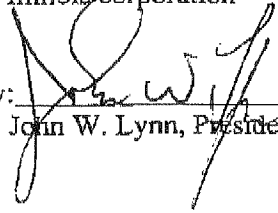
By:  \_\_\_\_\_  
John W. Lynn, President

Exhibit A

<b>Registration Number</b>	<b>Registration Date</b>	<b>Trademark</b>
2,136,229	February 10, 1998	EMPLAST
2,085,007	July 29, 1997	EMPLAST