

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| McNally Industries, LLC | | 06/30/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | LaSalle Bank National Association | | |
| Street Address: | 135 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | National Banking Association: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 71302001 | NORTHERN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)728-0744 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2027216405 | | |
| Email: | christine.wilson@t-t.com | | |
| Correspondent Name: | Thomson & Thomson | | |
| Address Line 1: | 1750 K Street, NW | | |
| Address Line 2: | Suite 200 | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20006 | | |
| NAME OF SUBMITTER: | CHRISTINE WILSON | | |
| Signature: | /CHRISTINE WILSON/ | | |
| Date: | 07/12/2005 | | |

CH \$40.00 71302001

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2005, by McNALLY INDUSTRIES, LLC, a Delaware limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

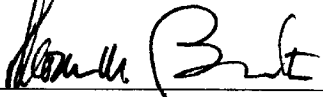
In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

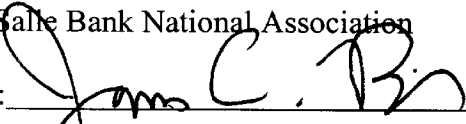
This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made 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. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

McNALLY INDUSTRIES, LLC, a
Delaware limited liability company

By: 
Name: Thomas M. Brunts
Title: President

Acknowledged:

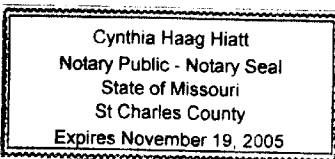
LaSalle Bank National Association
By: 
Name: James C. Binz
Title: Sr. V.P.

STATE OF MISSOURI)
) ss
City OF ST. LOUIS)

On this 30 day of June, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Cynthia Haag Hiatt

Notary Public



SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

| Trademark | Trademark Number | Trademark Registration Number | Date of Registration |
|-----------------------------|-------------------------|--------------------------------------|-----------------------------|
| NORTHERN (typed drawing) | 71302001 | 0276565 | 10/21/1930 |