

**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
RJS Unlimited, Inc.		07/12/2005	CORPORATION: DELAWARE
Dukane Corporation		07/12/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Fifth Third Bank
Street Address:	Sears Tower, Suite 400, 233 South Wacker Drive
Internal Address:	MD GTWR4F
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: MICHIGAN

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2922105	CHURCH MULTIMEDIA
Serial Number:	78620210	CONVA
Registration Number:	2831331	DUKANE
Serial Number:	78245035	EZ WELDER
Registration Number:	2005237	IMAGEPRO
Registration Number:	2260415	MILLENNIUM
Registration Number:	2394262	MITE-E-LITE
Registration Number:	1956150	NETMARK
Registration Number:	2217855	STARFIRE
Registration Number:	2217856	SUNSPLASH

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005

**900028766**

**TRADEMARK  
 REEL: 003125 FRAME: 0683**

**CH \$265.00 2922105**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-609-7897  
Email: hmiller@vedderprice.com  
Correspondent Name: Holly Miller  
Address Line 1: 222 North LaSalle Street - 24th Floor  
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Michael J. Turgeon
Signature:	/Michael J. Turgeon/
Date:	07/21/2005

**Total Attachments: 13**

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## TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of July 12, 2005, made by and among DUKANE CORPORATION, a Delaware corporation ("DuKane"), RJS UNLIMITED, INC., a Delaware corporation ("RJS", together with DuKane, the "Grantor"), and FIFTH THIRD BANK (CHICAGO) ("Fifth Third"), as agent for the Lenders referred to below (Fifth Third, in such capacity, the "Agent").

### W I T N E S S E T H:

WHEREAS, Agent, certain financial institutions from time to time a party thereto (the "Lenders") and the Grantor have entered into that certain Loan and Security Agreement (the "Loan Agreement"), dated of even date herewith, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to the Grantor;

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Loan Agreement and to secure the Obligations under the Loan Agreement and the Other Agreements, that Grantor execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Loan Agreement; and (b) the following terms have the following meanings:

"Collateral" has the meaning assigned to such term in Section 2 hereof.

"Default" means the occurrence of any Default or Event of Default as such terms are defined in the Loan Agreement.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Loan Agreement and any of Other Agreements, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, (a) the Licenses listed on Schedule B attached hereto shall only include those license agreements in which Borrower is the licensor or sub-licensor and (b) the Licenses shall not include any license agreement which by its terms prohibits (which prohibition is enforceable under applicable law) the grant of the security interest contemplated by this Agreement for so long as such prohibition continues; it being understood that upon request of the Agent, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in Grantor's rights under such license agreement.

3. Restrictions on Future Agreements. Grantor will not, without Agent's prior written consent (which consent shall not be unreasonably withheld), enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks and Licenses. Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark or License or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Grantor shall notify Agent in writing (with reasonable detail) of such changes once every month; provided that Grantor shall, within five (5) days of approval, notify Agent and provide Agent with copies of all relevant documents relating to the approval of an application for a domestic Trademark by the United States Patent and Trademark Office. Grantor hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Grantor hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to the Agent a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Agent for its benefit and the ratable benefit of the Lenders a first priority security interest in all of its Collateral, as provided herein.

6. Royalties. Grantor hereby agrees that the use by Agent of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Grantor.

7. Nature and Continuation of Lenders' Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement has been terminated. At such time, the rights granted to Agent hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, consistent with the Loan Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Grantor relating to the Trademarks and the Licenses, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of, and during the continuance of, a Default, and subject to the terms of the Loan Agreement, Grantors agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks or the Licenses. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Agent (which consent shall not be unreasonably withheld), (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent (which consent shall not be unreasonably withheld).

9. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in Grantor's commercially reasonable business judgment, necessary or economically desirable in the operation of Grantor's business. Neither Agent nor any Lender shall have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Agent's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Obligations secured hereby.

10. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful

acts and execute any and all proper documents required by Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 10 (including, without limitation, all reasonable and documented attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

11. Waivers. No course of dealing between Grantor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement or Other Agreements shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or Other Agreements shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or Other Agreements. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the Collateral may be applied by the Agent to the payment of expenses in connection with the enforcement of Agent's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by the Agent toward the payment of such of the Obligations, and in such order of application, as the Agent may from time to time elect (and, after payment in full of all Obligations, any excess shall be delivered to the Company or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes Agent to, in its sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Loan Agreement or Other Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Agent and the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent (which consent shall not be unreasonably withheld).

18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF ILLINOIS. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST GRANTOR WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY



AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO GRANTOR AT THE ADDRESS SET FORTH BELOW ITS SIGNATURE ON THE SIGNATURE PAGE TO THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILES OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered personally (effective upon delivery), via facsimile (effective upon confirmation of transmission), via overnight courier (effective the next Business Day after dispatch if instructed to deliver on next Business Day) or via U.S. Mail (effective three (3) days after mailing, postage prepaid, first class) to each party at its address(es) and/or facsimile number(s) set forth below its signature, or to such other address as any party shall specify to the other in writing from time to time.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

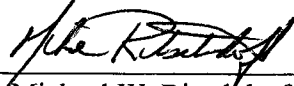
23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, the Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantor. Agent and the Grantor shall cooperate to effect all such recordals hereunder.

**[SIGNATURE PAGE FOLLOWS]**

*Signature Page to Trademark and License Security Agreement*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

DUKANE CORPORATION,  
a Delaware corporation

By:   
\_\_\_\_\_  
Michael W. Ritschdorff  
President and CEO

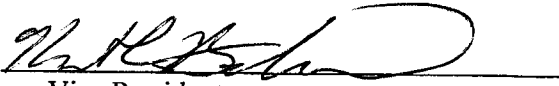
RJS UNLIMITED, INC.,  
a Delaware corporation

By:   
\_\_\_\_\_  
Michael W. Ritschdorff  
President and CEO

*Signature Page to Trademark and License Security Agreement*

**AGENT:**

FIFTH THIRD BANK (CHICAGO), as Agent

By:   
Vice President

Signature page for the Trademark and License Security Agreement dated as of July 12, 2005 (the "Agreement"), among FIFTH THIRD BANK (CHICAGO), as Agent for certain Lenders (as defined therein) and DUKANE CORPORATION, a Delaware corporation ("DuKane"), RJS UNLIMITED, INC., a Delaware corporation ("RJS"); capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

The undersigned is executing a counterpart of this Agreement for purposes of becoming a party to the Agreement (and attached to this signature page are supplements to the Schedules to the Agreement setting forth all relevant information with respect to the undersigned). The undersigned hereby agrees that this Signature Page may be attached to the Agreement, that it shall be bound by all of the terms of the Agreement and that the Trademarks, Licenses and other Collateral described on the supplements attached to this Signature Page shall be deemed part of the Collateral under the Agreement securing the Obligations (as defined in the Loan Agreement). Without limiting the generality of the foregoing, pursuant to Section 2 of the Agreement, the undersigned hereby grants to Agent for its benefit and the ratable benefit of the Lenders, a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of undersigned's interest in now owned or existing and hereafter acquired or arising Collateral to secure all Obligations.

[ADDITIONAL GRANTOR]

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

TRADEMARKS AND LICENSE SECURITY AGREEMENT

SCHEDULE A

TRADEMARKS

<i>Mark</i>	<i>Status</i>	<i>App./Reg. No.</i>	<i>App./Reg. Date</i>	<i>Owner</i>	<i>Comments</i>
CHURCH MULTIMEDIA AND DESIGN	Registered	2,922,105	February 1, 2005	VISUAL PRESENTATION TECHNOLOGIES GROUP, INC.	
CONVA AND DESIGN	Pending	78-620,210	April 29, 2005	DUKANE CORPORATION	
DUKANE	Registered	2,831,331	April 13, 2004	DUKANE CORPORATION	
EZ WELDER	Pending	78-245,035	May 2, 2003	DUKANE CORPORATION	
IMAGEPRO	Registered	2,005,237	October 1, 1996	DUKANE CORPORATION	
MILLENNIUM	Registered	2,260,415	July 13, 1999	DUKANE CORPORATION	
MITE-E-LITE	Registered	2,394,262	October 10, 2000	DUKANE CORPORATION	
NETMARK	Registered	1,956,150	February 13, 1996	DUKANE CORPORATION	
STARFIRE	Registered	2,217,855	January 12, 1999	DUKANE CORPORATION	
SUNSLASH	Registered	2,217,856	January 12, 1999	DUKANE CORPORATION	
DUKANE	Pending	822042541	September 20, 1999	DUKANE CORPORATION	Brazil
DUKANE	Registered	002286270	January 21, 1960	DUKANE CORPORATION	Brazil

**SCHEDULE B**

TRADEMARK LICENSE AGREEMENT UNDER WHICH DUKANE CORPORATION IS LICENSOR

**NONE**