

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FLEX-N-GATE CORPORATION		07/13/2005	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LASALLE BANK NATIONAL ASSOCIATION		
<b>Street Address:</b>	135 SOUTH LASALLE STREET		
<b>Internal Address:</b>	11th FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1359134	THE FINISHING TOUCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)282-5100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-282-5904		
<b>Email:</b>	eanderson@winston.com		
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP		
<b>Address Line 1:</b>	1700 K STREET, N.W.		
<b>Address Line 2:</b>	PATENT DEPARTMENT		
<b>Address Line 4:</b>	WASHINGTON, DISTRICT OF COLUMBIA 20006-3817		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Wolfson		
<b>Signature:</b>	/jaw/		
<b>Date:</b>	07/22/2005		

CH \$40.00 1359134

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 13, 2005, by FLEX-N-GATE CORPORATION, an Illinois corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and its affiliates have entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, 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 patents, patent applications, patent licenses, 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 Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, 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");

*Patent and Trademark Security Agreement*

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) 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 patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral 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 Guaranty and Collateral Agreement.

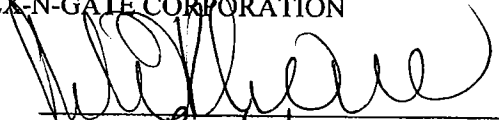
[signature page follows]

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

FLEX-N-GATE CORPORATION

By:

Title:

  
President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

*Patent and Trademark Security Agreement*

**TRADEMARK**  
**REEL: 003126 FRAME: 0322**

STATE OF Illinois )  
 ) ss  
COUNTY OF Champaign )

On this 13<sup>th</sup> day of July, <sup>Shahid</sup> P. Khan, 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.



Jenny Park  
Notary Public

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

FLEX-N-GATE CORPORATION

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

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:                     *Ally*                      
Title:                     FVP

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
1359134		1359134		9/10/85



SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date Patent Issued</b>	<b>Date Patent Applied</b>
5,286,049	774711	02/15/94	10/09/91
6,652,011	295318	11/25/03	11/15/03