

Form PTO-1594
(Rev. 03/01)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

United Fixtures Company

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 9, 2005

2. Name and address of receiving party(ies)

Name: United Fixtures Acquisition Company, Inc.

Internal Address:

Street Address: 4300 Quality Dr.

City: South Bend State: IN Zip: 46628

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath

Name of Person Signing



Signature

6/14/05

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$66.00 232428 1464689

*Continuation
Item 4*

SCHEDULE A

Title	Serial Number / TM Number	Filing Date Grant Date
National Store Fixtures, Inc. and Design	1464589	Nov. 10, 1987
Thorack and Design	1429833	Feb. 24, 1987

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of June 9, 2005 (this "Assignment") by and between UNITED FIXTURES COMPANY, a Delaware corporation (together with its successors and permitted assigns, "Assignor"), and UNITED FIXTURES ACQUISITION COMPANY, INC., a Delaware corporation (together with its successors and permitted assigns, "Assignee").

RECITALS:

WHEREAS, Assignor and its subsidiaries are and have been engaged in the Business (as such term is defined in the Purchase Agreement (as defined below)).

WHEREAS, Assignee, NSF Colombia S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States, NSF Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States, Assignor, National Fixture Installations, Inc., a Delaware corporation, National Store Fixtures de Mexico, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States, Servicios UFMEX, S.A. de C.V., a corporation organized under the laws the United Mexican States, and National Store Fixtures de Mexicali, S. de R.L. de C.V., a corporation organized under the laws of the United Mexican States have entered into that certain Asset Purchase Agreement, dated as of April 18, 2005 (as amended, restated or otherwise modified from time to time in accordance with the terms thereof, the "Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in the Purchased Assets (as defined in the Purchase Agreement), including the Intangibles (as such term is defined in the Purchase Agreement) pertaining thereto.

WHEREAS, those certain trademarks and service marks described on Schedule A hereto (collectively, the "Trademarks") are owned and used by Assignor exclusively in the operation of the Business.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to purchase from Assignor, the Trademarks, together with the goodwill symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignor hereby sells, transfers, conveys, assigns, and delivers unto Assignee the following:

(a) Assignor's entire right, title and interest in and to the Trademarks in the United States, its territorial possessions and in all foreign countries, whether or not such Trademarks have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof or any legal equivalent thereof in a foreign

country for the full term or terms for which the same may be granted, together with all goodwill associated with such Trademarks;

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor have or might have by reason of any infringement of any Trademark prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

(c) All rights corresponding to the Trademarks throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurance. Assignor agrees that it shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

4. Amendment. This Assignment may not be amended or supplemented orally, but only by an instrument in writing signed by Assignor and Assignee.

5. Benefit of the Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be construed so as to confer any right or benefit upon any Person, other than the parties hereto and their respective successors and permitted assigns.

6. GOVERNING LAW. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

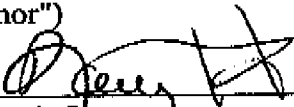
7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.


8. Purchase Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the Purchase Agreement shall control the extent of the sale and assignment made pursuant to this Assignment. Defined terms with initial capital letters that are used herein but not defined herein shall have the respective meanings, if any, set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first written above.

UNITED FIXTURES COMPANY
("Assignor")

By: 
Daryle Lovett
Chief Executive Officer

ATTEST: 
[Name, Title] *CFO*

UNITED FIXTURES ACQUISITION
COMPANY, INC.
("Assignee")

By: _____
Thomas P. Guido
Vice President

ATTEST: _____
[Name, Title]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

UNITED FIXTURES COMPANY
("Assignor")

By: _____

Name: _____

Title: _____

ATTEST:

[Name, Title]

**UNITED FIXTURES ACQUISITION
COMPANY, INC.**
("Assignee")

By:  _____

Thomas P. Guido
Vice President

ATTEST:



[Name, Title]

STATE OF IL)
)
COUNTY OF lake) SS:

On this 9th day of June, 2005 before me appeared Thomas Baird, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Nancy J. Geier
Notary Public

My commission expires:
21 Apr 2008



STATE OF Michigan)
COUNTY OF Cass) SS:

On this 6 day of June, 2005 before me appeared Douglas Swett the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Betsy Conroy
Notary Public

My commission expires:
5-1-2010

SCHEDULE A

Title	Serial Number / TM Number	Filing Date Grant Date
National Store Fixtures, Inc. and Design	1464589	Nov. 10, 1987
Thorack and Design	1429833	Feb. 24, 1987