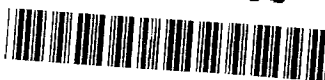




04-04-2005



Form PTO-1594 (Rev 6-93)

RECORD

TRADEMARKS 102972172

U.S. Department of Commerce Patent and Trademark Office

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

MRD 3-30-05

<p>1. Name of conveying party(ies):</p> <p>SPACEMAKER LIMITED</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership * <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No _____</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p>* <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p>Other _____</p> <p>Execution Date: <u>March 29, 2005</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>WELLS FARGO BANK, NATIONAL ASSOCIATION,</u> <u>as administrative agent (TERM B COLLATERAL AGENT)</u></p> <p>Street Address: <u>6th & Marquette</u></p> <p>City: <u>Minneapolis</u> State: <u>MN</u> ZIP: <u>55479</u></p> <p>Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ * <input type="checkbox"/> Other <u>Financial Institution</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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4. Application number(s) or trademark number(s): SEE SCHEDULE A

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE A	B. Trademark No.(s) SEE SCHEDULE A
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Additional numbers attached Yes * No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer, Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 90.00</u></p> <p>* Enclosed (Check No. 3746)</p> <p><input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert E. Rude II *RSR II* March 30, 2005
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 5

04/01/2005 BBYRNE 00000111 1944636

01 FC:8521 40.00 OP

02 FC:8522 50.00 OP

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

U.S. Federal Trademarks in the name of "Spacemaker Limited"

Registered Owner	Registration No.	Trademark Description	Registration Date
Spacemaker Limited	1,944,836	PRO RACK	January 2, 1996
Spacemaker Limited	1,604,497	SPACEMAKER	July 3, 1990
Spacemaker Limited	1,209,723	SPACEMAKER	September 21, 1982

**GRANT OF TRADEMARK SECURITY INTEREST
(TERM B COLLATERAL AGENT)**

WHEREAS, SPACEMAKER LIMITED, a corporation incorporated under the Business Corporations Act (Ontario) ("**Grantor**"), owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Arrow Group Industries, Inc., a Delaware corporation (the "**Company**"), has entered into a Term Loan Agreement, dated as of March 29, 2005 (as amended, restated, modified, supplemented, renewed, refunded, replaced or refinanced from time to time, being the "**Loan Agreement**"), by an among the Company, Arrow Holding Corporation, the Lenders party thereto and Wells Fargo Bank, National Association, as the Administrative Agent, the Term A Collateral Agent and the Term B Collateral Agent, pursuant to which (x) Lenders have made certain commitments, subject to the terms and conditions set forth in the Loan Agreement, to make certain Loans to the Company and (y) the Secured Parties have agreed to be subject to the Intercreditor Provisions; and

WHEREAS, the Grantor has entered into a Security Agreement, dated as of March 29, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; said terms defined therein and not otherwise defined herein being used herein as therein defined), among the Company, Arrow Group Industries, Inc.-Europe, Wells Fargo Bank, National Association, as the Term A Collateral Agent for the Term A Secured Parties and the Term B Collateral Agent (the "Term B Collateral Agent") for the Term B Secured Parties, and other grantors named therein, Grantor has agreed to create in favor of the Term A Collateral Agent, on behalf of the Term A Secured Parties, and the Term B Collateral Agent, on behalf of the Term B Secured Parties, a secured and perfected security interest in and to, and the Term A Collateral Agent, for the benefit of the Term A Secured Parties, and the Term B Collateral Agent, for the benefit of the Term B Secured Parties, has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to the Term B Collateral Agent, for the ratable benefit of the Term B Secured Parties, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for

thereon in the United States and any state thereof (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Term B Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Term B Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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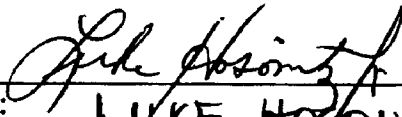
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of March, 2005.

SPACEMAKER LIMITED

By: _____

Name:

Title:



LUKE HOROWITZ, JR.
AUTHORIZED SIGNING
OFFICER