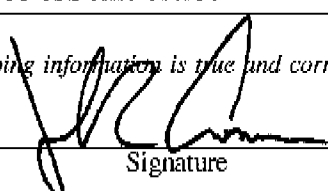


Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>The Braun Corporation</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Indiana</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Harris N.A., as administrative agent</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>September 1, 2005</u>			4. Application number(s) or trademark number(s): A. Trademark Application No.(s) <u>See Schedule A, attached</u> B. Trademark Registration No.(s) <u>See Schedule A, attached</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John R. Crossan</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>			6. Total number of applications and trademarks involved: 25 7. Total fee (37 CFR 3.41) \$ <u>640.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0305</u> (Attach duplicate copy of this page if paying by deposit account) Attorney Docket No. <u>1612969</u>		
DO NOT USE THIS SPACE					
9. Statement and signature: <i>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.</i> <u>John R. Crossan</u> Name of Person Signing  Signature <u>September 8, 2005</u> Date Total number of pages including cover sheet, attachments, and document: 6					

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
 United States Patent and Trademark Office, Box Assignments
 Washington, DC 20231

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
AND
TRADEMARK LICENSES**

Mark	Country	Status	Appln. No. Reg. Date	Reg. No. Reg. Date
BRAUN	US	Pending	78/370,453 19-Feb-04	
BRAUNMOBILITY.COM	US	Pending	78/649,452 13-Jun-05	
ENTERVAN.COM	US	Pending	78/457,853 28-Jul-04	
RAMPVAN	US	Pending	78/576,131 28-Feb-05	
SOFT START	US	Pending	78/241,965 25-Apr-03	
1-800-THE-LIFT	US	Registered	78/232,576 01-Apr-03	2955641 24-May-05
ACCESS YOUR FUTURE	US	Registered	75/690,844 26-Apr-99	2414697 19-Dec-00
B & Design	US	Registered	74/698,178 07-Jul-95	1984068 02-Jul-96
B CROW RIVER (Stylized)	US	Registered	75/695,973 03-May-99	2488493 11-Sep-01
BRAUNLIFT.COM	US	Registered	75/927,544 25-Feb-00	2881998 07-Sep-04
CHAIR TOPPER	US	Registered	73/656,556 21-Apr-87	1486067 26-Apr-88
ENTERVAN	US	Registered	76/123,978 07-Sep-00	2590735 09-Jul-02

Mark	Country	Status	Appl. No. Reg. Date	Reg. No. Reg. Date
EV BRAUN ENTERTAINMENT & Design	US	Registered	75/690,876 26-Apr-99	2485792 04-Sep-01
LIFT-A-WAY	US	Registered	73/656,554 21-Apr-87	1543251 13-Jun-89
PROVIDING ACCESS TO THE WORLD	US	Registered	75/290,809 12-May-97	2176557 28-Jul-98
SPORT LIFT	US	Registered	75/451,044 16-Mar-98	2373485 01-Aug-00
SWING-A-WAY	US	Registered	73/656,555 21-Apr-87	1501242 23-Aug-88
THE BRAUN CORPORATION	US	Registered	73/656,559 21-Apr-87	1524387 14-Feb-89
TRI-WHEELER	US	Registered	74/707,415 07-Jul-95	2200833 03-Nov-98
TRI-WHEELER (Stylized)	US	Registered	74/707,425 07-Jul-95	2200834 03-Nov-98
UNDER-VEHICLE LIFT	US	Registered	74/338,566 09-Dec-92	1814579 28-Dec-93
UNDER-VEHICLE LIFT	US	Registered	78/267,577 26-Jun-03	2869538 03-Aug-04
UVL	US	Registered	74/338,565 09-Dec-92	1824331 01-Mar-94
VANGATER	US	Registered	75/056,164 12-Feb-96	2032072 21-Jan-97
WATCHDOG	US	Registered	75/543,216 27-Aug-98	2356725 13-Jun-00

TRADEMARK COLLATERAL AGREEMENT

This 1st day of September, 2005, THE BRAUN CORPORATION, an Indiana corporation ("*Debtor*") with its principal place of business and mailing address at 631 W. 11th Street, Winamac, Indiana, 46996, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party, acting as administrative agent hereunder for the Secured Creditors identified and defined in the Security Agreement defined below, a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or of any trademark licensed under a trademark license listed on Schedule A or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor, the other debtors party thereto, and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE BRAIN CORPORATION

By

Name:

Title:

Ralph W. Braun
Ralph W. Braun
CEO

HARRIS N.A., as Agent

By

Name:

Title:

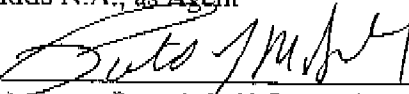
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE BRAUN CORPORATION

By _____
Name: _____
Title: _____

HARRIS N.A., as Agent

By  _____
Name: Patrick McDonnell
Title: Managing Director