

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|--|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Canadian Imperial Bank of Commerce, as Agent | | 12/28/2005 | Bank: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Patriarch Partners Agency Services, LLC | | |
| Street Address: | 227 West Trade Street, Suite 1400 | | |
| Internal Address: | Loan Administration/Rapid Rack | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28202 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2292426 | SILVER FOX | |
| Registration Number: | 2281212 | SILVER BACK | |
| Registration Number: | 2422507 | GORILLA RACK | |
| Registration Number: | 1698407 | RHINO RACK | |
| Registration Number: | 1662493 | RAPID RACK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (213)896-6600 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | mgardner@sidley.com | | |
| Correspondent Name: | Melinda Gardner, Legal Assistant | | |
| Address Line 1: | 555 West Fifth Street, 38th Floor | | |
| Address Line 2: | Sidley Austin Brown & Wood LLP | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90013 | | |

CH \$140.00 2292426

| | |
|--|-------------------|
| NAME OF SUBMITTER: | Melinda Garder |
| Signature: | /Melinda Gardner/ |
| Date: | 12/28/2005 |
| Total Attachments: 5 source=Notice of Assignment of Sec Int (719326)#page1.tif source=Notice of Assignment of Sec Int (719326)#page2.tif source=Notice of Assignment of Sec Int (719326)#page3.tif source=Notice of Assignment of Sec Int (719326)#page4.tif source=Notice of Assignment of Sec Int (719326)#page5.tif | |

**NOTICE OF ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS**

This NOTICE OF ASSIGNMENT OF SECURITY INTEREST (this "Assignment") is executed as of December 28, 2005, by Canadian Imperial Bank of Commerce ("CIBC"), as former agent (in such capacity, "Assignor"), in favor of Patriarch Partners Agency Services, LLC ("Patriarch"), as agent (in such capacity, together with its successors and assigns, if any, in such capacity, "Assignee").

WITNESSETH:

WHEREAS, Rapid Rack Industries, Inc., a California corporation (the "Borrower"), the lenders from time to time parties thereto, and CIBC, as agent for such lenders (in such capacity, the "Prior Agent"), are parties to that certain Credit Agreement, dated as of August 6, 2004 (as amended, restated, supplemented or otherwise modified prior to November 16, 2005, the "Prior Credit Agreement");

WHEREAS, in connection with the Prior Credit Agreement, Borrower and the Prior Agent are parties to that certain Borrower Security Agreement, dated as of August 6, 2004 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement");

WHEREAS, Borrower and the Prior Agent are parties to that certain Memorandum of Security Interest in Trademarks, dated as of August 6, 2004, recorded with the United States Patent and Trademark Office ("PTO") on August 16, 2004 at Reel/Frame 002916/0892, which evidences the grant by Borrower to the Prior Agent of a continuing security interest in, and a continuing lien upon, the Trademarks (as such term is defined in the Security Agreement) including the trademarks listed on Schedule A hereto, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (the "Trademark Collateral"), together with the goodwill of the business connected with the use of and symbolized by the Trademark Collateral;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of August 6, 2004 and amended and restated as of November 16, 2005 (the "Amended and Restated Credit Agreement"), among Borrower, the lenders signatory thereto (together with the Issuing Lender (as defined therein), the "Lenders"), CIBC, individually, as Issuing Lender, and as resigning agent, and Patriarch, individually and as succeeding agent for the Lenders (in such capacity, the "Agent"), CIBC has resigned as Prior Agent and Patriarch has been designated and appointed as Agent;

WHEREAS, pursuant to that certain Omnibus Amendment and Borrower and Guarantor Acknowledgment ("Omnibus Amendment and Acknowledgment"), dated as of November 16, 2005, among Spectrum International Holdings, Inc., a Delaware corporation, Rapid Rack Holdings, Inc., a Delaware corporation, and the Borrower in favor of the Lenders and acknowledged and agreed to as to Paragraph 1 thereto by the Lenders, Prior Agent, as resigning agent, and Agent, as succeeding agent, Assignor has assigned to Assignee the rights and duties of Assignor under the Security Agreement; and

NOTICE OF ASSIGNMENT (TRADEMARK COLLATERAL)

WHEREAS, Assignee has requested that Assignor execute this Assignment for the purpose of giving notice of the transfers of the Assignor's right, title, and interest in the Trademark Collateral pursuant to the Omnibus Amendment and Acknowledgment.

NOW, THEREFORE, Assignor hereby gives notice that it has sold, transferred and conveyed to Assignee (without recourse and without any representation or warranty whatsoever, whether express or implied) as set forth in the Omnibus Amendment and Acknowledgment, all of Assignor's right, title and interest in and to the Trademark Collateral under the Security Agreement.

* * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

CANADIAN IMPERIAL BANK OF
COMMERCE,
as Prior Agent and as Assignor

By: 

Name: Charles D. Mulkeen
Title: Authorized Signatory

PATRIARCH PARTNERS AGENCY
SERVICES, LLC,
as Agent and as Assignee

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

CANADIAN IMPERIAL BANK OF
COMMERCE,
as Prior Agent and as Assignor

By: _____

Name: _____

Title: _____

PATRIARCH PARTNERS AGENCY
SERVICES, LLC,
as Agent and as Assignee

By:  _____

Name: Lynn Tilton

Title: _____

Schedule A to Notice of Assignment of Security Interest in Trademarks

| Country | Trademark Name | Registration Number | Registration Date |
|----------------|-----------------------|----------------------------|--------------------------|
| USA | SILVER FOX | 2292426 | 11/16/1999 |
| USA | SILVER BACK | 2281212 | 9/28/1999 |
| USA | GORILLA RACK | 2422507 | 1/23/2001 |
| USA | RHINO RACK | 1698407 | 6/30/1992 |
| USA | RAPID RACK | 1662493 | 10/29/1991 |

SCHEDULE A TO
NOTICE OF ASSIGNMENT (TRADEMARK COLLATERAL)

LA1 719326

RECORDED: 12/28/2005

TRADEMARK
REEL: 003217 FRAME: 0995