

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, as Agent
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
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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 Gardner
Signature:	/Melinda Gardner/
Date:	12/28/2005
Total Attachments: 5 source=Notice of Assignment of Sec Int (719477)#page1.tif source=Notice of Assignment of Sec Int (719477)#page2.tif source=Notice of Assignment of Sec Int (719477)#page3.tif source=Notice of Assignment of Sec Int (719477)#page4.tif source=Notice of Assignment of Sec Int (719477)#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").

W I T N E S S E T H:

WHEREAS, Rapid Rack Holdings, Inc., a Delaware corporation (the "Borrower"), the lenders from time to time parties thereto, LaSalle Bank National Association, as co-agent for such lenders, and CIBC, as agent for such lenders (in such capacity, the "Prior Agent"), are parties to that certain Second Amended and Restated Credit Agreement, dated as of November 6, 1997, amended and restated as of July 6, 1998, and further amended and restated as of April 30, 2003 (as amended, restated, supplemented or otherwise modified prior to November 16, 2005, the "Prior Credit Agreement");

WHEREAS, in connection with the Prior Credit Agreement, Rapid Rack Industries, Inc., a California corporation and wholly owned subsidiary of Borrower ("RRI"), and the Prior Agent are parties to that certain Subsidiary Security Agreement, dated as of July 6, 1998 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement");

WHEREAS, RRI and the Prior Agent are parties to that certain Memorandum of Security Interest in Trademarks, dated as of July 6, 1998, recorded with the United States Patent and Trademark Office ("PTO") on July 28, 1998 at Reel/Frame 001772/0348, which evidences the grant by RRI 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 Trademark Registration Numbers 2422507, 1698407 and 1662493, as listed on Schedule A hereto, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof, together with the goodwill of the business connected with the use of and symbolized by such Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the PTO on August 9, 2001 at Reel/Frame 002353/0711, which evidences the grant by RRI to the Prior Agent of a continuing security interest in, and a continuing lien upon, the Trademarks including Trademark Registration Numbers 2292426 and 2281212, as listed on Schedule A hereto, and all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof (all 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 such Trademark Collateral;

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of November 6, 1997, amended and restated as of July 6, 1998, amended

NOTICE OF ASSIGNMENT (TRADEMARK COLLATERAL)

and restated as of April 30, 2003, and further amended and restated as of November 16, 2005, among RRH, the lenders signatory thereto (the "Lenders"), CIBC, individually 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 Industries, Inc., a California corporation, and Borrower in favor of the Lenders and agreed and acknowledged as to paragraph 1 thereto, the Lenders, Prior Agent, individually and as resigning agent, and Agent, as succeeding agent, Assignor has assigned to Assignee the rights and duties of Assignor under the Security Agreement; and

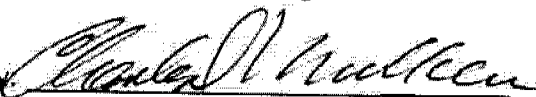
WHEREAS, Assignee has requested that Assignor execute this Assignment for the purpose of giving notice of the transfers of the Assignor's right, title, and interest in the Trademark Collateral pursuant to the Omnibus Amendment and Acknowledgment.

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 719477

RECORDED: 12/28/2005

TRADEMARK
REEL: 003218 FRAME: 0007