

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|---|
| Hunter Mfg., LLP | | 12/30/2005 | Limited Liability Partnership: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------------------|
| Name: | Fifth Third Bank |
| Street Address: | 233 South Wacker Drive, Suite 400 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Banking Corporation: MICHIGAN |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Registration Number: | 2760742 | LANDMARK IMAGES |
| Registration Number: | 2657350 | #1 FAN |
| Registration Number: | 2195758 | SPORTS CUBES |
| Registration Number: | 2641771 | FAN GEAR |
| Serial Number: | 78492920 | PET GEAR BY HUNTER. |

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa
 Address Line 1: 111 West Monroe
 Address Line 2: Chapman and Cutler LLP
 Address Line 4: Chicago, ILLINOIS 60603

CH \$140.00 2760742

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|--|-----------------|
| ATTORNEY DOCKET NUMBER: | 1623909 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 01/18/2006 |
| Total Attachments: 5 source=1982798#page1.tif source=1982798#page2.tif source=1982798#page3.tif source=1982798#page4.tif source=1982798#page5.tif | |

TRADEMARK COLLATERAL AGREEMENT

This 30th day of December, 2005, Hunter Mfg., LLP, a Delaware limited liability partnership ("*Debtor*") with its principal place of business and mailing address at 30 North LaSalle Street, Suite 3924, Chicago, Illinois 60602, 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 Fifth Third Bank, a Michigan banking corporation with its mailing address at 233 South Wacker Drive, Suite 400, Chicago, Illinois 60606, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 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-2 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 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 Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor 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.

HUNTER MFG., LLP

By 
Its CHAIRMAN

JOHN T. FITZGERALD
(Type or Print Name)

FIFTH THIRD BANK

By _____
Its _____

(Type or Print Name)

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.

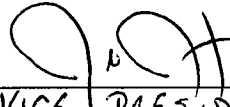
HUNTER MFG., LLP

By _____

Its _____

(Type or Print Name)

FIFTH THIRD BANK

By  _____

Its VICE PRESIDENT

JEFFREY J. FEULNER

(Type or Print Name)

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

| MARKS | REG. NO. | GRANTED |
|-----------------|----------|----------|
| LANDMARK IMAGES | 2760742 | 9/9/03 |
| #1 FAN | 2657350 | 12/3/02 |
| SPORTS CUBES | 2195758 | 10/13/98 |
| FAN GEAR | 2641771 | 10/29/02 |

PENDING FEDERAL TRADEMARK APPLICATIONS

| MARK | SERIAL NO. | FILED |
|--------------------|------------|---------|
| PET GEAR BY HUNTER | 78492920 | 10/1/04 |

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None