TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RII-ACP Aquisition Corp.		09/29/2005	CORPORATION:
Morflex, Inc.		09/29/2005	CORPORATION:
Reilly Industries Holdings Corp.		09/29/2005	CORPORATION:
Reilly Indistries, Inc.		09/29/2005	CORPORATION:
Tibbs Avenue Company		09/29/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	859905	DI-PIP
Registration Number:	2782318	EASY-FLO
Serial Number:	76629382	REILLCAT
Serial Number:	76629377	REILLINE
Serial Number:	73028913	REILLY
Registration Number:	317774	REILLY
Registration Number:	1006176	REILLY
Registration Number:	619747	CITROFLEX
Registration Number:	1724941	MORFLEX
Registration Number:	1712894	MORFLEX
Registration Number:	552218	MORFLEX

CH $340.00 859905

Serial Number:	78683105	MORPEL
Registration Number:	2791662	ULTRA DEET

CORRESPONDENCE DATA

Fax Number: (212)593-5955

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: Scott Kareff, Esq.

Address Line 1: 919 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	051511.0041
NAME OF SUBMITTER:	Scott Kareff Esq. (051511.0041)
Signature:	/kc for smk/
Date:	05/23/2006

Total Attachments: 5

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COLLATERAL ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, each of the undersigned (each a "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks of such Grantor listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Security Agreement, dated September 29, 2005 (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, the "Security Agreement"), in favor of Silver Point Finance, LLC, a Delaware limited liability company, as collateral agent for certain lenders (in such capacity, together with any successors and assigns, the "Collateral Agent");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent for the benefit of the Agents and the lenders (as such terms are defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and assigns to the Collateral Agent, and grants to the Collateral Agent, for the benefit of the Agents and the Lenders, a continuing security interest in such Grantor's IP Collateral to secure the prompt payment, performance and observance of the Obligations.

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

IN WITNESS WHEREOF, each Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 29 2005.

GRANTORS

RII-ACP ACQUISITION CORP.

By: _____
Name:
Title:

REILLY INDUSTRIES, INC.

By: _____
Name:
Title:

MORFLEX, INC.

By: _____
Name:
Title:

REILLY INDUSTRIES HOLDINGS CORP.

By: _____
Name:
Title:

TIBBS AVENUE COMPANY

By: _____
Name:
Title:

Signature Page to Trademark Security Agreement

SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications attached.

Reilly Industries, Inc.

Trademark Report by Mark
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DI-PIP							
UNITED STATES	T02918US00	6/7/1967	72/273,309	11/12/1968	859,905	REGISTERED	01
EASY-FLO							
UNITED STATES	T02925US00	7/14/2000	76/089,186	11/11/2003	2,782,318	REGISTERED	01
REILLCAT							
CHINA	T02922CN00	8/19/2005	N/A			PENDING	01
EUROPEAN UNION (CTM)			T02922EU00			N/A	PENDING
UNITED STATES	T02922US00	1/26/2005	76/629,382			PENDING	01
REILLINE							
CHINA	T02923CN00	8/19/2005	N/A			PENDING	01
EUROPEAN UNION (CTM)			T02923EU00			N/A	PENDING
UNITED STATES	T02923US00	1/26/2005	76/629,377			PENDING	01
REILLY							
CHINA	T02014CN0	11/1/2000	2000173804	3/7/2002	1724006	REGISTERED	01
EUROPEAN UNION (CTM)		T02014EU00	4/1/1996	179481	10/26/1998	179481	REGISTERED 19
UNITED STATES	T02014US00	8/8/1974	73/028,913	5/6/1975	1,009,793	REGISTERED	01,02,5 17,19
REILLY (and Design)							
CHINA	T02015CN0	11/1/2000	2000173805	3/7/2002	1724005	REGISTERED	01
UNITED STATES	T02015US00	5/4/1934	71/350,909	10/2/1934	317,774	REGISTERED	6
UNITED STATES	T02015US01	9/6/1974	73/031,237	3/11/1975	1,006,176	REGISTERED	01,02,5 19
SALTS							
UNITED STATES	T02920US00					PROPOSED	

END OF REPORT

TOTAL ITEMS SELECTED = 15

TRADEMARK
REEL: 003314 FRAME: 0547

Morflex, Inc.

Trademark Report by Mark
Status: ACTIVE

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COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
CITROFLEX							
BENELUX	T02107BX00	11/23/1996	074877		074877	REGISTERED	01
CHINA	T02107CN00			6/27/2000	1,413,051	REGISTERED	
FRANCE	T02107FR00	9/26/1985	1,329,522	9/26/1985	1,329,522	REGISTERED	01
GERMANY	T02107DE00	3/23/1956	759848	3/23/1956	759848	REGISTERED	
GERMANY	T02107DE01	3/23/1956	761,147	3/23/1956	761,147	REGISTERED	
HONG KONG	T02107HK00	1/27/1999	99/00969	1/27/1999	08103	REGISTERED	01
IRELAND	T02107IE00	1/20/1969	74574	1/20/1969	74574	REGISTERED	
ITALY	T02107IT0	2/6/1975	T094C002891	7/25/1996	685038	REGISTERED	
SWEDEN	T02107SE0			8/25/1991	100851	REGISTERED	
TAIWAN	T02107TW00	1/19/1999	88002102	3/31/2000	887,563	REGISTERED	01
UNITED KINGDOM	T02107GB00	4/2/1959	789111	4/2/1959	789111	REGISTERED	
UNITED STATES	T02107US00	3/17/1955	71/683,708	1/24/1956	619,747	REGISTERED	
MORFLEX							
BENELUX	T02927BX00	11/23/1971	18756		74867	REGISTERED	
ITALY	T02927IT00	2/6/1975	32944c/75	8/28/1979	723,538	REGISTERED	01
JAPAN	T02927JP00	11/29/1993	119800/1993	9/30/1996	3,195,968	REGISTERED	01
MORFLEX (AND CHINESE CHARACTERS)							
TAIWAN	T02928TW00	7/22/1982	71023935	1/31/1983	203,140	REGISTERED	01
MORFLEX (AND DESIGN)							
TAIWAN	T02913TW00	10/12/1992	81050836	1/31/1993	615,004	REGISTERED	01
UNITED STATES	T02913US00	11/19/1991	74/223,196	10/20/1992	1,724,941	REGISTERED	40
UNITED STATES	T02913US01	11/19/1991	74/223,197	9/8/1992	1,712,894	REGISTERED	01
MORFLEX (AND KATA KANA)							
JAPAN	T02926JP00	11/29/1993	119801/1993	9/30/1996	3,195,969	REGISTERED	01
MORFLEX (STYLIZED)							
UNITED STATES	T02915US00	4/5/1950	71/595,271	12/18/1951	552,218	REGISTERED	6
MORPEL							
JORDAN	T02912JO00					MAILED	05
UNITED STATES	T02912US01	8/1/2005	78/683,105			PENDING	05
ULTRA DEET							
UNITED STATES	T02907US00	9/21/1999	75/806,795	12/9/2003	2,791,662	REGISTERED	5

END OF REPORT

TOTAL ITEMS SELECTED = 24