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
TRM, Inc.		05/17/2006	CORPORATION: WISCONSIN
Warvel Products, Inc.-North Carolina		05/17/2006	CORPORATION: NORTH CAROLINA
Transolid, Inc.		05/17/2006	CORPORATION: NORTH CAROLINA
Linwood Acquisition Corporation		05/17/2006	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2889099	W WARVEL
Registration Number:	3074217	BALLAD
Registration Number:	2289193	MATCHMAKER
Registration Number:	2824128	PATRIOT
Serial Number:	78212914	ANTHEM
Serial Number:	78212922	CONSTITUTION
Registration Number:	2699779	TRANSCENDENCE
Registration Number:	2037770	TRANSOLID
Registration Number:	2942975	TRANSOLID
Serial Number:	78721023	WATER WALLS

CH $290.00 2889099

Serial Number:	78210469	BELLAGIA

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: 312-609-7838

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

Address Line 1: 222 North LaSalle Street

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31238.00.0051/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	06/28/2006

Total Attachments: 9

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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of May 17, 2006, made by TRM, Inc., a Wisconsin corporation, Warvel Products, Inc.–North Carolina, a North Carolina corporation, Transolid, Inc., a North Carolina corporation, and Linwood Acquisition Corporation, a North Carolina corporation (collectively, the "Grantors" and each individually, a "Grantor"); and PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for itself and the Lenders referred to below (PNC, in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, Agent, certain financial institutions from time to time a party thereto (the "Lenders") and the Grantors have entered into that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated of even date herewith, pursuant to which the Lenders have, subject to the terms and conditions set forth therein, agreed to extend certain credit facilities to the Grantors;

WHEREAS, the Agent and the Lenders have required, as a further condition to entering into the Credit Agreement and to secure the Obligations under the Credit Agreement and the Other Documents, that Grantors execute this Agreement.

NOW, THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Credit Agreement; and (b) the following terms have the following meanings:

Collateral — see Section 2.

Default — means the occurrence of any of the following events: (a) any Default; (b) any Event of Default; or (c) any warranty of any of the Grantors herein is untrue or misleading in any material respect and, as a result thereof, the Agent's security interest in any material portion of the Collateral is not perfected or the Agent's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

(ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein

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in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including, without limitation, references to the Credit Agreement and any of Other Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each of the Grantors hereby grants, to Agent, for its benefit and the ratable benefit of the Lenders a first priority security interest, having priority over all other security interests, with power of sale (to the extent permitted by applicable law) in all of such Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

(i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of such Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether such Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Credit Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by

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1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Each of the Grantors hereby irrevocably appoints Agent as such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of a Default, each of the Grantors hereby authorizes Agent to, in its sole discretion, (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of such Grantor's business connected with the use of, and symbolized by, such Trademarks. Each of the Grantors hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or Lenders under the Credit Agreement or Other Documents, but rather is intended to facilitate the exercise of such rights and remedies. Agent and the Lenders shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon each of the Grantors and its successors and assigns, and shall inure to the benefit of Agent and the Lenders, and their nominees, successors and assigns. Each of the Grantors' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

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18. Governing Law/Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF ILLINOIS. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY GRANTOR WITH RESPECT TO THIS AGREEMENT OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN THE STATE OF ILLINOIS, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO EACH GRANTOR AT THE ADDRESS SET FORTH BELOW ITS SIGNATURE ON THE SIGNATURE PAGE TO THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILS OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS.

19. Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered personally (effective upon delivery), via facsimile (effective upon confirmation of transmission), via overnight courier (effective the next Business Day after dispatch if instructed to deliver on next Business Day) or via U.S. Mail (effective three (3) days after mailing, postage prepaid, first class) to each party at its address(es) and/or facsimile number(s) set forth below its signature, or to such other address as either party shall specify to the other in writing from time to time.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of the Grantors, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise the Grantors of such recordals. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, the Grantors shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantors in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by the Grantors. Agent and the Grantors shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

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Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTORS:

TRM, INC., a Wisconsin corporation

By: _____
Timothy R. Meharry
President

WARVEL PRODUCTS, INC.–NORTH CAROLINA, a North Carolina corporation

By: _____
Timothy R. Meharry
President

TRANSOLID, INC., a North Carolina corporation

By: _____
Timothy R. Meharry
President

LINWOOD ACQUISITION CORPORATION, a North Carolina corporation

By: _____
Timothy R. Meharry
President

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Signature Page to Trademark and License Security Agreement

AGENT:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____
Vice President

PNC Bank, National Association
Commercial Loan Service Center/DCC
500 First Avenue
Pittsburgh, PA 15219

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Schedule A
To Trademark and License Security Agreement – continued

TRM, Inc.

U.S. Trademark

Registered Mark

Mark	Registration No.	Registration Date
WARVEL and Design	2889099	09/28/04

Canadian Trademark

Registered Mark

Mark	Registration No.	Reg. Date
WARVEL and Design	TMA649544	10/03/05

Foreign Trademark

Registered Mark

Country	Mark	Reg. No.	Reg. Date
CTM	WARVEL and Design	3610722	12/19/03

Warvel Products, Inc.–North Carolina

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
BALLAD	3074217	03/28/06
MATCHMAKER	2289193	10/26/99
PATRIOT	2824128	03/16/04

Pending Applications

Mark	Application No.	Filing Date
ANTHEM	78212914	02/10/03
CONSTITUTION	78212922	02/10/03

Schedule A
To Trademark and License Security Agreement

Transolid, Inc.

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
TRANSCENDENCE	2699779	03/25/03
TRANSOLID	2037770	02/11/97
TRANSOLID and Design	2942975	04/20/04

Pending Applications

Mark	Application No.	Filing Date
TRANSOLID and Design	78210469	02/04/03
WATERWALLS	78721023	09/27/05

Canadian Trademarks

Registered Marks

Mark	Registration No.	Reg. Date
DESIGN SERIES	TMA631118	01/26/05
TRANSOLID & Design	TMA649637	10/04/05

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