

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 |
| Jonathan Manufacturing Corporation | | 06/16/2006 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital Corporation, as Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78671436 | SOURCEASIA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)577-4565 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 3125778265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten Muchin | | |
| Address Line 1: | 525 W Monroe Street | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 207170-000153 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| Signature: | /Kristin Brozovic/ | | |
| Date: | 07/14/2006 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2006, is between **JONATHAN MANUFACTURING CORPORATION**, a Delaware corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantor, as the borrower (the "Borrower"), has entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower Security Agreement dated as of March 12, 2004 (as supplemented and reaffirmed pursuant to that certain Master Reaffirmation Agreement of even date herewith by and among the Grantor, certain affiliates of the Grantor and the Grantee, and as the same may be further amended, restated, supplemented, reaffirmed or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

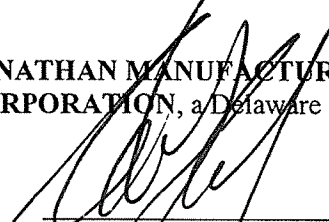
dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** or (b) injury to the goodwill associated with any Trademark, Trademark registration or (c) any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank;
Signature Page Follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

JONATHAN MANUFACTURING CORPORATION, a Delaware corporation

By: 
Name: Mark Higgins
Title: President/CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

JONATHAN MANUFACTURING CORPORATION, a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: *Peter Reinbach*
Name: PETER REINBACH
Its: DULY AUTHORIZED SIGNATORY

*Schedule 1
to Trademark
Security Agreement*

| <u>Trademark</u> | <u>Application No.</u> | <u>Application Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Status</u> | <u>Jurisdiction</u> |
|--|------------------------|-------------------------|-------------------------|--------------------------|---------------|---------------------|
| Meeting Customer Needs @ Digital Speed | 76/156817 | 10/31/2000 | 2,772,121 | 10/07/2003 | Registered | United States |
| Jonathan Engineered Solutions | 76/235812 | 04/05/2001 | 2,828,262 | 3/30/2004 | Registered | United States |
| Jonathan Mfg. Co. | 73/377735 | 08/02/1982 | 1,288,630 | 08/07/1984 | Registered | United States |
| Jonathan – Extend Your Appliances to Their Full Capacity | N/A | N/A | N/A | N/A | Not filed | United States |
| EZ-RAIL | N/A | N/A | N/A | N/A | Not filed | United States |
| The Internet Rides on Jonathan Slides | 76/049476 | 05/15/2000 | N/A | N/A | Abandoned | United States |
| Sourceasia | 78-671436, | 07/01/05 | N/A | N/A | | United States |