

**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
Decade Industries, Inc.		07/21/2006	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Allied Capital Corporation, as Second Lien Collateral Agent
Street Address:	1919 Pennsylvania NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1600890	FOUNDATION
Registration Number:	2662879	SANUS SYSTEMS
Registration Number:	2674634	SANUS
Registration Number:	2810087	WOODBROOK
Registration Number:	2788549	ACCURATE
Registration Number:	2942597	VISIONMOUNT
Serial Number:	76566560	VUEPOINT
Serial Number:	76620674	IC
Serial Number:	76648671	SIMPLICITY
Serial Number:	76661091	SANUS SYSTEMS
Serial Number:	76661097	SANUS SYSTEMS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900054469**

**TRADEMARK  
 REEL: 003357 FRAME: 0944**

**CH \$290.00 1600890**

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:	207170-222
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	07/31/2006

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 21, 2006, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Allied Capital Corporation ("Allied"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Second Lien Collateral Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CSAV, Inc., a Massachusetts corporation ("Borrower"), CSAV Holding Corp., a Delaware corporation ("Holdings"), the other Persons party hereto that are designated as a "Credit Party", General Electric Capital Corporation, as administrative agent (in such capacity, the "Agent") for the several financial institutions from time to time party to the Credit Agreement (collectively, the "Lenders" and individually each a "Lender") and for itself as a Lender, the Second Lien Collateral Agent, as collateral agent for the Lenders and for itself as a Lender and such Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty, Pledge and Security Agreement of even date herewith in favor of the Second Lien Collateral Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Second Lien Collateral Agent and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty, Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Second Lien Collateral Agent for the benefit of the Secured Parties, and grants to the Second Lien Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Collateral Agent pursuant to the Guaranty, Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Intercreditor Agreement. Second Lien Collateral Agent, First Lien Agent, Grantors and Borrower have entered into that certain Intercreditor Agreement of event date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Closing Date Intercreditor Agreement"). To the extent any provision of this Agreement conflicts with the Closing Date Intercreditor Agreement, the Closing Date Intercreditor Agreement shall control.

[Rem ainder of Page Intentionally Left Blank; Signature Page Follows]

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

Very truly yours,

**DECADE INDUSTRIES, INC.**, a Minnesota corporation, as Grantor

By: David Carlson  
Name: DAVID CARLSON  
Title: CFO

## Schedule I

### DECADE INDUSTRIES (DBA SANUS SYSTEMS) TRADEMARKS

#### Trademarks - Granted - United States

File No.	Trademark No.	Grant Date	Mark	Class(es)	Status
S522.22-0001	Reg No.: 1,600,890	6/12/90	FOUNDATIONS	20	Renewal due 6/12/10
S522.22-0004	Reg No.: 2,662,879	12/17/02	SANUS SYSTEMS	20	8 & 15 Decl. due 12/17/08
S522.22-0005	Reg No.: 2,674,634	1/14/03	SANUS	20	8 & 15 Decl. due 1/14/09
S522.22-0006	Reg No.: 2,810,087	2/3/04	WOODBROOK	20	8 & 15 Decl. due 2/3/10
S522.22-0007	Reg No.: 2788549	12/2/03	ACCURATE	20	8 & 15 Decl. due 12/2/09
S522.22-0008	Reg. No.: 2942597	4/19/05	VISIONMOUNT	20	8 & 15 Decl. due 4/19/11

#### Trademarks - Pending - United States

File No.	Serial No.	Mark	Class of goods	Date of First Use/ Date of First Use in Commerce	Status
S522.22-0009	76/566,560	VUEPOINT	6 Metal video and computer wall and ceiling mounts	ITU	Response and Notice of Appeal filed 5/7/06
S522.22-0010	76/620,674	IC	6 Metal audio, video and computer wall and ceiling mounts	ITU	NOA issued 3/14/06 SOU due 9/14/06
S522.22-0011	76/648,671	SIMPLICITY	6 Wall and ceiling mounts and stands for audio, video and computer equipment	ITU	Application filed 10/17/05
S522.22-0013	76/661,091	SANUS SYSTEMS AND DESIGN (horizontal)	20 Mounts, stands, cabinets and tables for audio/video equipment	1997 1997	Filed 6-5-06
S522.22-0014		SMOOTHLOCK	6 Audio, video and computer mounts	ITU	
S522.22-0015		VIRTUAL AXIS	20 Mounts, stands, cabinets and tables for audio/video equipment	May 2003 May 2003	
S522.22-0016		NATURAL	20 Mounts, stands, cabinets and tables for audio/video equipment	1989 1989	
S522.22-0018		JAVA FURNITURE	20 Mounts, stands, cabinets and tables for audio/video equipment	December 2004 December 2004	
S522.22-0019		EURO	20 Mounts, stands, cabinets and tables for audio/video	1993 1993	

File No.	Serial No.	Mark	Class of goods	Date of First Use/ Date of First Use in Commerce	Status
			equipment		
S522.22-0021		BASIC	20 Mounts, stands, cabinets and tables for audio/video equipment	1995 1995	
S522.22-0023		DESIGNER	20 Mounts, stands, cabinets and tables for audio/video equipment	ITU	
S522.22-0025		THE UNION OF FORM AND FUNCTION	20 Mounts, stands, cabinets and tables for audio/video equipment	Actual use	
S522.22-0026	76/661,097	SANUS SYSTEM and Design (vertical)	20 Mounts, stands, cabinets and tables for audio/video equipment	1997 1997	Filed 6-5-06

**Trademarks - Pending - FOREIGN**

File No.	Serial No.	Country	Mark	Class of goods	Status
S522.23-0001		CTM	SANUS SYSTEMS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 4/28/06
S522.23-0002		CTM	SANUS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 4/28/06
S522.23-0003		Canada	SANUS	20 Mounts, stands, cabinets and tables for audio/video equipment	Filed awaiting Serial Number
S522.23-0004		China	SANUS	20 Mounts, stands, cabinets and tables for audio/video equipment	Power of Attorney filed 6-20-06
S522.23-0005		Australia	SANUS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 5-1-06
S522.23-0006		Japan	SANUS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 5-1-06
S522.23-0007		CTM	VISION MOUNT	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 4/28/06
S522.23-0008		Canada	VISION MOUNT	20 Mounts, stands, cabinets and tables for audio/video equipment	
S522.23-0009		CTM	VUPOINT	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 4/28/06
S522.23-0010		CTM	SIMPLICITY	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 4/28/06
				20 Mounts, stands, cabinets and	

File No.	Serial No.	Country	Mark	Class of goods	Status
S522.23-0011		Canada	SANUS SYSTEMS	tables for audio/video equipment	Filed awaiting Serial Number
S522.23-0012		China	SANUS SYSTEMS	20 Mounts, stands, cabinets and tables for audio/video equipment	Power of Attorney filed 6-20-06
S522.23-0013		Australia	SANUS SYSTEMS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 5-1-06
S522.23-0014		Japan	SANUS SYSTEMS	20 Mounts, stands, cabinets and tables for audio/video equipment	Instructions to Associate 5-1-06