

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jason Incorporated		12/16/2005	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Electric Capital Corporation
Street Address:	299 Park Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	76619908	JACKSONLEA
Serial Number:	76619909	JL
Serial Number:	76627990	LEA
Registration Number:	2206306	ROSENMUND
Registration Number:	3000094	SANDSHAPER
Registration Number:	2808159	DYNAFLEX
Registration Number:	2866457	LEAROK
Registration Number:	0127357	OSBORN

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-756-9292  
 Email: christine.wilson@thomson.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 76619908

Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/17/2006

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December ~~16~~, 2005, by JASON INCORPORATED, a Wisconsin corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Collateral Agent for Purchasers ("Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Amendment No. 1 to Note Purchase Agreement, Omnibus Amendment to Note Documents and Consent to certain Intercompany Transactions dated as of the date hereof by and among Grantor, as Issuer, Holdings, Agent and the Persons signatory thereto from time to time as Purchasers (the "Amendment"), Agent and Purchasers have agreed to make certain amendments to the Note Purchase Agreement dated as of February 9, 2004 by and among Grantor, as Issuer, Holdings, Agent and Purchasers (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement") and the other Note Documents; and

WHEREAS, Agent and Purchasers are willing to execute the Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or the Security Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Purchasers, a continuing second priority security interest (subject only to the first priority security interest in favor of Agent, on behalf of itself and Lenders, under the Credit Agreement) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed to a third party under any Trademark License; and

(d) all products and proceeds of the foregoing and all claims by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed to a third party under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed to a third party under any Trademark License.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Trademark to the extent that the grant of a security interest therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, 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.

JASON INCORPORATED

By: [Signature]  
Name: JOHN S. HENDEL  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sig n aptugr e a e t o Ty r g d e m a r k S e c u r i A r e e m c

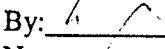
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JASON INCORPORATED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: Ryan Cascade  
Title: Duly Authorized Signatory

Signature page to Trademark Security Agreement

TRADEMARK  
REEL: 003371 FRAME: 0724



TRADEMARKS

<u>MARK</u>	<u>BUS. UNIT</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
A	JCG	1231635	3/22/83
ARTAB STYLIZED LETTERS	JacksonLea	0408273	8/1/44
CAM RUNNER	JBG	2354626	6/6/00
CHURCHILL	JacksonLea	2353870	5/30/00
DYNAFLEX	JacksonLea	2808159	1/27/04
ENDURION STYLIZED	JacksonLea	0613728	10/11/55
EVERYBODY LOVES OSBORN BRUSHES	JBG	1399196	7/1/86
FIBERFOAM	JSG	2060231	5/13/97
IMPERIAL	Milsco	0869294	5/13/69
JACKSONLEA & DESIGN	JacksonLea	1760887	3/30/93
LEA ANTISTAT	JacksonLea	0818952	11/22/66
LEA LUBEWAX	JacksonLea	0832391	7/25/67
LEA LUXEMATIC	JacksonLea	0839808	12/5/67
LEAROK	JacksonLea	2866457	7/27/04
LIQUABRADE	JacksonLea	0556217	3/18/52
LIQUA-SHEEN	JacksonLea	1055844	1/11/77
LOAD RUNNERS	JBG	0973349	11/20/73
LUBAR	JacksonLea	2206306	11/24/98
MAGNA-FLEX	JacksonLea	2572176	5/21/02
MARABOND	JSG	1048153	9/14/76
MARATEX	JSG	1041359	6/15/76
Milsco	Milsco	1,145,461	1/6/81
MILSCO	Milsco	2697697	3/18/03
NATORQ	JCG	1196113	1/7/05
OSBORN	JBG	0569356	1/20/53
OSBORN	JBG	0991827	8/27/74
OSBORN	JBG	0987058	6/25/74



<u>MARK</u>	<u>BUS. UNIT</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
OSBORN	JBG	0988709	7/23/74
OSBORN	JBG	0987773	7/9/74
OSBORN	JBG	0992346	9/3/74
OSBORN	JBG	0779410	11/3/64
OSBORN	JBG	0745621	2/26/63
OSBORN	JBG	127,357	4/17/19
PENTAGON DESIGN	JBG	571005	12/6/72
POWER TUBE	JBG	1414988	10/28/96
PROFILE	JSG	1492289	6/14/88
RD	JCG	0985758	6/11/74
SANDSHAPER	JacksonLea	3000094	9/27/05
SEALEZE	JBG	2401489	11/7/00
SOFTOOL	JBG	1793403	9/21/93
STRAT-O-SHEEN	JacksonLea	1039967	5/25/76
SYNTEX	JSG	2536226	2/15/02
SYNTEX PLUS	JSG	2536227	2/5/02
TRUSPEC	JSG	1420114	12/9/86
ULTRA-GRIT	JBG	1570671	12/12/89
ULTRA-TECH	JacksonLea	2205307	11/24/98
UNI-LOK	JBG	1412046	10/7/86

Trademark Applications:

<u>MARK</u>	<u>BUS. UNIT</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>
JACKSONLEA	JacksonLea	76/619908	11/9/04
JL (DESIGN)	JacksonLea	76/619909	11/9/04
LEA	JacksonLea	76/627990	1/14/05
ASSEMBLED PRODUCTS	JCG	76/597298	6/14/04