

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
JSI Store Fixtures, Inc.	FORMERLY JSI Store Fixtures Acquisitions Corp.	09/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Highpoint Capital Funding, LLC		
Street Address:	One Boston Place		
Internal Address:	35th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2618975	BANANABED	
Registration Number:	3069355	PRODUCEBUDDY	
CORRESPONDENCE DATA			
Fax Number:	(207)941-9715		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	207-947-4501		
Email:	apellegrini@rudman-winchell.com		
Correspondent Name:	Anthony D. Pellegrini		
Address Line 1:	84 Harlow Street		
Address Line 2:	P.O. Box 1401		
Address Line 4:	Bangor, MAINE 04402-1401		
ATTORNEY DOCKET NUMBER:	43051/051846		
NAME OF SUBMITTER:	Dennis M. Leary		

OP \$65.00 2618975

Signature:	/ Dennis M. Leary /
Date:	09/25/2006
Total Attachments: 5 source=Sec AgrHP#page1.tif source=Sec AgrHP#page2.tif source=Sec AgrHP#page3.tif source=Sec AgrHP#page4.tif source=Sec AgrHP#page5.tif	

HIGHPOINT CAPITAL FUNDING, LLC

**SECURITY AGREEMENT
(Short Form for Patents and Trademarks)**

This Security Agreement (this "**Agreement**") is made as of September 22, 2006, by and between **JSI STORE FIXTURES ACQUISITIONS CORP.**, a Delaware corporation, into which **JSI STORE FIXTURES INCORPORATED**, a Maine corporation, will be merged, with **JSI Store Fixtures Acquisitions Corp.** to be the surviving corporation which is changing its name to **JSI Store Fixtures Incorporated**, with a mailing address of 140 Park Street, P.O. Box 38, Milo, Maine 04463 (the "**Debtor**") and **HIGHPOINT CAPITAL FUNDING, LLC**, a Delaware limited liability company, with a place of business in Boston, Massachusetts, and with a mailing address of One Boston Place, 35th Floor, Boston, MA 02108 (the "**Secured Party**").

All capitalized terms not defined herein but defined in the separate long form Security Agreement of even date herewith (as the same may be amended, modified, supplemented, extended or restated, from time to time (the "**Security Agreement**") or a separate Loan Agreement of even or recent date (as the same may be amended, modified, supplemented, extended or restated, from time to time, the "**Loan Agreement**") by and between the Debtor and the Secured Party, shall have the meanings given to such terms in the Loan Agreement or Security Agreement.

Preliminary Statements:

WHEREAS, the Secured Party has requested that the Debtor enter into the Security Agreement and has agreed to make certain loans to the Debtor, as provided for therein; and

WHEREAS, the Debtor owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively the "**Trademarks**"); and

WHEREAS, Debtor owns, by assignment, certain patents all as set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the "**Patents**"); and

WHEREAS, Debtor owns, by assignment, an application for an additional patent, also described on Schedule A (which with the patent and all other rights which may arise therefrom in the future, the "**Patent Pending**"); and

WHEREAS, in order to induce the Secured Party to enter into the Security Agreement and to make the loans described in the Loan Agreement to the Debtor, and as a supplement to the Security Agreement, the Secured Party has requested, and the Debtor has agreed to enter into this Agreement;

NOW, THEREFORE, in order to induce the Secured Party to enter into the Loan Agreement and to make the loans described therein to the Debtor, and for other good and

valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees with the Secured Party as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Term Loan and all obligations of Debtor under the Loan Agreement, the Debtor does hereby grant to the Secured Party a continuing security interest in and to the Patents, Patents Pending and Trademarks, together with all registrations of the Patents and Trademarks and the applications therefor, in each case together with the goodwill of the business symbolized by the Trademarks, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same, all in accordance with the terms and provisions of the Loan Agreement and the Security Agreement.
2. The Debtor and the Secured Party hereby expressly acknowledge and agree that all of the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Security Agreement.

This Security Agreement is subject to an Intercreditor Agreement among Debtor, Secured Party and TD Banknorth, N.A.

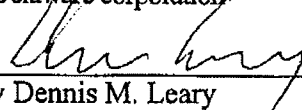
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered under their seals as of the date first above written.

WITNESS:



JSI STORE FIXTURES ACQUISITIONS CORP.
(to be known as **JSI Store Fixtures Incorporated**),
a Delaware corporation.



By Dennis M. Leary
Its President

WITNESS:

HIGHPOINT CAPITAL FUNDING, LLC

By
Its

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered under their seals as of the date first above written.

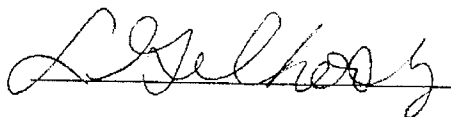
WITNESS:

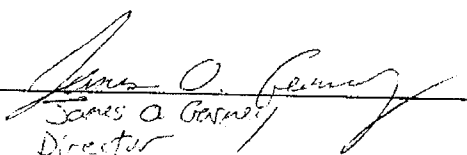
JSI STORE FIXTURES ACQUISITIONS CORP.
(to be known as **JSI Store Fixtures Incorporated**),
a Delaware corporation

By Dennis M. Leary
Its President

WITNESS:

HIGHPOINT CAPITAL FUNDING, LLC




By James A. Gerardi
Its Director

Schedule 1

The following patents and trademarks registered with, and the following patents pending with, the United States Patent and Trademark Office, owned by the Debtor:

No.	Patent/Trademark Name	Registration or Application No.	Date of Registration or Application
1.	<u>Patent</u> : "Produce Display Device" (a/k/a the "Banana Bed")	6,648, 154	11/18/03
2.	<u>Patent</u> : "Produce Display Device – Method" (method for manufacturing the "BananaBed")	6,872,338	3/29/05
3.	<u>Patent Pending</u> : "Closed-Cell Foam End Cap Riser"	11/257,350	10/24/05
4.	<u>Trademark</u> : "BANANABED," in International Class 020, for "produce display stands for the point of sale display of bananas"	2,618,975	9/10/02
5.	<u>Trademark</u> : "PRODUCEBUDDY", IN International Class 020, for "display stands for the point of sale display of produce and dry goods"	3,069,355	3/14/06

In addition, JSI Store Fixtures Incorporated owns the following unregistered trademarks:

- ▶ JSI
- ▶ BerryRiser
- ▶ StepRiser
- ▶ FoamBasket
- ▶ FoamPad
- ▶ FillerBlock