

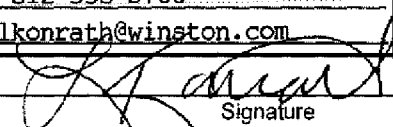
Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1803-325

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): McCann's Engineering & Manufacturing Co., LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>California Limited Liability</u> Company Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? Name: <u>JP Morgan Chase Bank, N.A., as</u> <u>Internal</u> agent Address: _____ Street Address: <u>131 S. Dearborn</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>60670</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Association-National</u> Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance /Execution Date(s) : Execution Date(s) <u>June 15, 2006</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u> Phone Number: <u>312-558-6352</u> Fax Number: <u>312-558-5700</u> Email Address: <u>lkonrath@winston.com</u>		6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u>	
9. Signature:  Signature <u>Laura Konrath</u> Name of Person Signing		Date <u>10/3/06</u> Total number of pages including cover sheet, attachments, and document: 	

CH \$40.00 232428 2898810

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation Item 4
SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
CAN QUALITY IN A CUP	2,898,810	11/02/2004

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, McCann's Engineering & Manufacturing Co., LLC, a California limited liability company (the "Grantor"), with principal offices at 4570 Colorado Boulevard, Los Angeles, California, 90037, hereby assigns and grants to JPMorgan Chase Bank, N.A., as Collateral Agent, with offices at 131 South Dearborn Street, Chicago, Illinois 60670 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

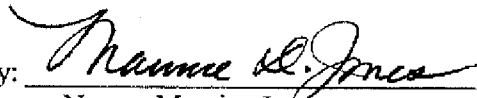
THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 10, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
15 day of June, 2006.

MCCANN'S ENGINEERING &
MANUFACTURING CO., LLC, as Grantor

By: 
Name: Maurice Jones
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 15th day of June, 2006.

MCCANN'S ENGINEERING &
MANUFACTURING CO., LLC, as Grantor


By: _____
Name: Maurice Jones
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: *Michele Kelly*
Name: *Michele Kelly*
Title: *Vice President*

STATE OF WISCONSIN)
) ss:
COUNTY OF MANITOWOC)

On this 15th day of June, 2006, before me personally came Maurice Jones, who, being by me duly sworn, did state as follows: that he is Vice President and Secretary of McCann's Engineering & Manufacturing Co., LLC, that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of the Board of Directors of said company.


Notary Public

My commission: expires 2-1-09

SCHEDULE A

MARK	REGISTRATION NO.	REGISTRATION DATE
CAN QUALITY IN A CUP	2,898,810	11/02/2004