

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
MW INDUSTRIES, INC.		11/01/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DYMAS FUNDING COMPANY, LLC, as Administrative Agent		
Street Address:	ONE NORTH FRANKLIN, SUITE 3500		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78961876	ASM	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenmanLLP		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215577-55		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		
Date:	11/02/2006		

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REEL: 003421 FRAME: 0087

Total Attachments: 3

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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, MW INDUSTRIES, INC., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into an Amended and Restated Security Agreement, dated as of November 1, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 1, 2006.

MW INDUSTRIES, INC., a Delaware corporation

By: 

Name: _____

Title: _____

Schedule 1A

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
ASM (and design)	78/961,876	08/28/2006