

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Fasteners For Retail, Inc. | | 11/15/2006 | CORPORATION: OHIO |

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|-----------------------------|--|
| RECEIVING PARTY DATA | |
| Name: | General Electric Capital Corporation, as Agent |
| Street Address: | 500 W Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 1665842 | SHIPFLAT |
| Registration Number: | 1087186 | ARROWHEAD |
| Registration Number: | 1549186 | INFO-SYSTEMS |
| Registration Number: | 1549200 | INFOCO |
| Registration Number: | 1189736 | TWIST POP |
| Registration Number: | 1256143 | VERSA CLIP |
| Registration Number: | 1495103 | SUPER GRIP |
| Registration Number: | 1642836 | RAZZ SYSTEM |
| Registration Number: | 2022773 | FASTENERS FOR RETAIL |
| Registration Number: | 1911437 | DATA STRIP |
| Registration Number: | 2167001 | POP-UP |
| Registration Number: | 2232064 | FFR |
| Registration Number: | 2125271 | EXCELSIOR |
| Registration Number: | 2262370 | FFR YELLOW PAGES |

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|----------------------|---------|-------------------------------|
| Registration Number: | 2247725 | FOLD-N-HOLD |
| Registration Number: | 2428185 | SIGNIFY |
| Registration Number: | 2278064 | SPACE COMMANDER |
| Registration Number: | 2379477 | SALE AHOY! |
| Registration Number: | 2428339 | CORR-A-CLIP |
| Registration Number: | 2491451 | SURE-TWIST |
| Registration Number: | 2782993 | EXTEND-A-TRACK |
| Registration Number: | 2848622 | POWER ZONE |
| Registration Number: | 2890525 | LOSS PREVENTION MERCHANDISING |

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
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

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|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 207170-165 |
| NAME OF SUBMITTER: | Kristin.Brozovic |
| Signature: | /Kristin Brozovic/ |
| Date: | 11/16/2006 |

Total Attachments: 6
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November 15, 2006

TRADEMARK SECURITY AGREEMENT

WHEREAS, FASTENERS FOR RETAIL, INC., an Ohio corporation (“**Grantor**”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of November 15, 2006 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “**Credit Agreement**”), with General Electric Capital Corporation, as agent (“**Agent**”) for the benefit of the Lenders and the other Secured Parties (as such terms are defined in the Credit Agreement) and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between Borrower and Agent, Grantor has granted to Agent, for the benefit of Agent and the other Secured Parties, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “**Liabilities**” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent (“**Grantee**”) a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

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

FASTENERS FOR RETAIL, INC., an
Ohio corporation

By: Nathaniel T. Smith
Name: _____
Its: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Its: _____

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

FASTENERS FOR RETAIL, INC., an
Ohio corporation

By: _____
Name: _____
Its: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u> | <u>REG. NO.</u> | <u>DATE</u> |
|----------------------------------|-----------------|-------------|
| SHIPFLAT | 1,665,842 | 11/26/91 |
| ARROWHEAD | 1,087,186 | 03/14/78 |
| INFO-SYSTEMS | 1,549,186 | 07/25/89 |
| INFOCO | 1,549,200 | 07/25/89 |
| TWIST POP | 1,189,736 | 02/16/82 |
| VERSA CLIP | 1,256,143 | 11/01/83 |
| SUPER GRIP | 1,495,103 | 07/05/88 |
| RAZZ SYSTEM | 1,642,836 | 04/30/91 |
| FASTENERS FOR RETAIL | 2,022,773 | 12/17/96 |
| DATA STRIP | 1,911,437 | 08/15/95 |
| POP-UP | 2,167,001 | 06/23/98 |
| FFR (& Design) | 2,232,064 | 03/16/99 |
| EXCELSIOR | 2,125,271 | 12/30/97 |
| FFR YELLOW PAGES | 2,262,370 | 07/20/99 |
| FOLD-N-HOLD | 2,247,725 | 05/25/99 |
| SIGNIFY | 2,428,185 | 02/13/01 |
| SPACE COMMANDER | 2,278,064 | 09/14/99 |
| SALE AHOY! | 2,379,477 | 08/22/00 |
| CORR-A-CLIP | 2,428,339 | 02/13/01 |
| SURE-TWIST | 2,491,451 | 09/18/01 |
| EXTEND-A-TRACK | 2,782,993 | 11/11/03 |
| POWER ZONE | 2,848,622 | 6/1/2004 |
| LOSS PREVENTION MERCHANDISING | 2,890,525 | 9/28/04 |

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Trademark Security Agreement - Borrower