

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

5027-67 (5)

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):

The Hilsinger Company

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) December 21, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital

Internal Corporation, as agent

Address: _____

Street Address: 500 W. Monroe

City: Chicago

State: IL

Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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? Yes 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: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

1/18/07
Date

Laura Konrath
Name of Person Signing

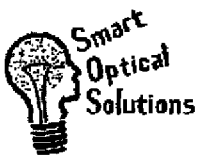
Total number of pages including cover sheet, attachments, and document: _____

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

CH \$715.00 232428 78746114

Continuation
Item 4

The Hilsinger Company

COUNTRY	MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE
United States	A2	78/390,469	25-Mar-04	2959713	7-Jun-05
United States	COLORMATIC	72/127,227	5-Sep-61	739732	23-Oct-62
United States	CONTOUR FIT LOGIC	78/746,114	3-Nov-05	n/a	n/a
United States	DUALIES	76/005,800	21-Mar-00	2425331	30-Jan-01
	DURA•TEC				
United States	DURA-TEC and Design	75/379,885	27-Oct-97	2298736	7-Dec-99
United States	EQUALEYES	75/527,564	27-Jul-98	2322462	22-Feb-00
United States	EYCESSORIES	72/041,814	5-Dec-57	674580	24-Feb-59
United States	EYCESSORIES	72/196,862	1-Jul-64	802650	25-Jan-66
United States	EYCESSORIES	72/270,201	28-Apr-67	836452	3-Oct-67
United States	EYCESSORIES	72/270,205	28-Apr-67	844982	27-Feb-68
United States	FITLOGIC	76/609,733	1-Sep-04	3013710	8-Nov-05
United States	FRAMEWORKS	78/479,589	7-Sep-04	3077742	4-Apr-06
United States	GORILLA GRIPS	75/518,124	13-Jul-98	2304875	28-Dec-99
United States	HILCO	72/030,491	22-May-57	665046	29-Jul-58
United States	HILCO	72/228,459	23-Sep-65	809668	7-Jun-66
United States	HYDRO FITNESS	75/701,315	10-May-99	2430540	20-Feb-01
United States	HYDRO FITNESS	78/862,603	17-Apr-06	n/a	n/a
	Z Leader				
United States	LEADER and Design	73/377,207	29-Jul-82	1312862	8-Jan-85
United States	LOGIC	75/520,113	16-Jul-98	2270731	17-Aug-99
United States	OPTICLOTH	73/213,083	25-Apr-79	1153190	5-May-81
United States	OPTI-WIPE	73/697,699	27-Nov-87	1495099	5-Jul-88
United States	SHIELD	73/732,665	6-Jun-88	1536028	25-Apr-89
United States	SMART OPTICAL SOLUTIONS	75/266,867	31-Mar-97	2265408	27-Jul-99
					
United States	SMART OPTICAL SOLUTIONS and Design	75/443,285	2-Mar-98	2300764	14-Dec-99
United States	TAP'N'LOK	75/073,231	15-Mar-96	2100497	23-Sep-97
United States	TAP'N'LOK	78/958,546	23-Aug-06	n/a	n/a
United States	TAP'N'SNAP	74/361,925	25-Feb-93	1803055	9-Nov-93
United States	Z LEADER	75/976,370	28-Sep-95	2159125	19-May-98

20

1163310_1

S

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2006, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December __, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

THE HILSINGER COMPANY
as Grantor

By: 
Name: ROBERT F. NAMMIAS
Title: PRESIDENT

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - THE HILSINGER COMPANY]

IN WITNESS WHEREOF, each 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.

Very truly yours,

THE HILSINGER COMPANY
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: *Peter Reidemahn*
Name: PETER REIDEMAHN
Title: DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - THE HILSINGER COMPANY]

ACKNOWLEDGMENT OF GRANTOR

State of MA)
County of Norfolk)

ss.

On this 19 day of December 2006 before me personally appeared Robert J. Nehmas proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Hilsinger Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Carrie T. [Signature]
Notary Public

(ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT - THE HILSINGER COMPANY)

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Properties

The Hilsinger Company

COUNTRY	MARK	APP. NO.	FILE DATE	REG. NO.	REG. DATE
United States	A2	78/390,469	25-Mar-04	2959713	7-Jun-05
United States	COLORMATIC	72/127,227	5-Sep-61	739732	23-Oct-62
United States	CONTOUR FIT LOGIC	78/746,114	3-Nov-05	n/a	n/a
United States	DUALIES	76/005,800	21-Mar-00	2425331	30-Jan-01
	DURA•TEC				
United States	DURA-TEC and Design	75/379,885	27-Oct-97	2298736	7-Dec-99
United States	EQUALEYES	75/527,564	27-Jul-98	2322462	22-Feb-00
United States	EYECESSORIES	72/041,814	5-Dec-57	674580	24-Feb-59
United States	EYECESSORIES	72/196,862	1-Jul-64	802650	25-Jan-66
United States	EYECESSORIES	72/270,201	28-Apr-67	836452	3-Oct-67
United States	EYECESSORIES	72/270,205	28-Apr-67	844982	27-Feb-68
United States	FITLOGIC	76/609,733	1-Sep-04	3013710	8-Nov-05
United States	FRAMEWORKS	78/479,589	7-Sep-04	3077742	4-Apr-06
United States	GORILLA GRIPS	75/518,124	13-Jul-98	2304875	28-Dec-99
United States	HILCO	72/030,491	22-May-57	665046	29-Jul-58
United States	HILCO	72/228,459	23-Sep-65	809668	7-Jun-66
United States	HYDRO FITNESS	75/701,315	10-May-99	2430540	20-Feb-01
United States	HYDRO FITNESS	78/862,603	17-Apr-06	n/a	n/a
	Z Leader				
United States	LEADER and Design	73/377,207	29-Jul-82	1312862	8-Jan-85
United States	LOGIC	75/520,113	16-Jul-98	2270731	17-Aug-99
United States	OPTICLOTH	73/213,083	25-Apr-79	1153190	5-May-81
United States	OPTI-WIPE	73/697,699	27-Nov-87	1495099	5-Jul-88
United States	SHIELD	73/732,665	6-Jun-88	1536028	25-Apr-89
United States	SMART OPTICAL SOLUTIONS	75/266,867	31-Mar-97	2265408	27-Jul-99
					
United States	SMART OPTICAL SOLUTIONS and Design	75/443,285	2-Mar-98	2300764	14-Dec-99
United States	TAP'N'LOK	75/073,231	15-Mar-96	2100497	23-Sep-97
United States	TAP'N'LOK	78/958,546	23-Aug-06	n/a	n/a
United States	TAP'NSNAP	74/361,925	25-Feb-93	1803055	9-Nov-93
United States	Z LEADER	75/976,370	28-Sep-95	2159125	19-May-98

TRADEMARK

RECORDED: 01/18/2007

REEL: 003474 FRAME: 0107