

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Perrin Manufacturing Company		05/10/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	MFC Capital Funding, Inc.
Street Address:	111 S. Wacker Dr.
Internal Address:	Suite 5050
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2093692	CARD MASTER
Registration Number:	2246840	HITCH HIDER
Registration Number:	2996646	EDGE FX
Registration Number:	3137531	PANEL FX
Registration Number:	2373116	PERRINCRAFT
Registration Number:	2747862	EASY TOUCH
Registration Number:	2402669	TWISTER
Serial Number:	77118147	HITCH HIDER

**CORRESPONDENCE DATA**

Fax Number: (312)258-5600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mashton@schiffhardin.com  
 Correspondent Name: Mark E. Ashton / Schiff Hardin LLP  
 Address Line 1: 6600 Sears Tower

CH \$215.00 2093692

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 32231-0017

NAME OF SUBMITTER: Mark E. Ashton

Signature: /Mark E. Ashton/

Date: 05/25/2007

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 10, 2007, is made by **Perrin Manufacturing Company**, a California corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation (the "Lender").

### RECITALS

WHEREAS, the Company and the Lender have entered into a Credit Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to the Company;

WHEREAS, the Company and the Lender have entered into (a) a Security Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

**FERRIN MANUFACTURING COMPANY**

By: *Lawrence L. MacCormack*  
Name: Lawrence L. MacCormack  
Title: President

Acknowledged and agreed to:

**MFC CAPITAL FUNDING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**PERRIN MANUFACTURING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and agreed to:

**MFC CAPITAL FUNDING, INC.**

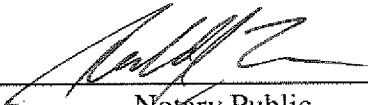
By: Thomas G. Korte  
Name: Thomas G. Korte  
Title: Director

STATE OF NEW YORK    )  
                                  ) SS.  
COUNTY OF NEW YORK )

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Lawrence MacCormack, personally known to me to be the President of Perrin Manufacturing Company, a California corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of May, 2007.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

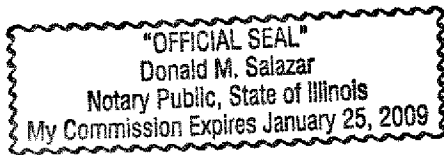
ROBERT J. TAN  
NOTARY PUBLIC, State of New York  
No. 01TA6063307  
Qualified in Nassau County  
Commission Expires August 27, 2009

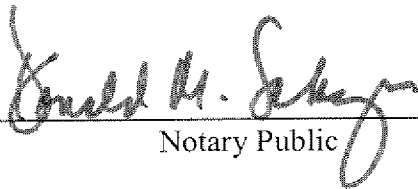
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Thomas G. Karle, personally known to me to be the Director of MFC Capital Funding, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 10<sup>th</sup> day of May, 2007.

(NOTARIAL SEAL)



  
\_\_\_\_\_  
Notary Public

My Commission Expires: January 25, 2009



SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Matter Name	Due Date	Issue No.	Issue Date	Serial No.	Filed
"CARD MASTER" & DESIGN	9/02/07	2,093,692	09/02/1997	75/087,452	04/12/1996
"HITCH HIDER"	5/18/09	2,246,840	05/18/1999	75/445,113	03/05/1998
"EDGE FX"	9/20/11	2,996,646	09/20/2005	76/584,847	04/02/2004
"PANEL FX"	9/05/12	3,137,531	09/05/2006	76/584,848	04/02/2004
"PERRINCRAFT"	8/02/10	2,373,116	08/01/2000	75/085,330	04/08/1996
"EASY TOUCH"	08/05/09	2,747,862	08/05/2003	76/120,347	09/01/2000
"TWISTER"	11/07/10	2,402,669	11/07/2000	75/587,514	11/12/1998
HITCH HIDER				77/118147	2/28/2007

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