

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rehrig International Incorporated		05/07/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Business Credit, LLC		
Street Address:	Two Commerce Square, 2001 Market Street		
Internal Address:	Suite 2610		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2761941	ARISTOCRAT	
Registration Number:	2621880	RUNABOUT	
Registration Number:	1186609	REHRIG	
Registration Number:	2462031	BEND THE RULES	
Registration Number:	2476064	BEND THE RULES	
Registration Number:	2496530	PLASTIC. IT'S JUST BETTER.	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4103953475		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Miles & Stockbridge P.C.		
Address Line 1:	10 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		

CH \$165.00 2761941

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	06/05/2007

Total Attachments: 8

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SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Aristocrat	2,761,941	09-09-2003
Runabout	2,621,880	09-17-2002
Rehrig	1,186,609	01-19-1982
Bend the Rules	2,462,031	06-19-2001
Bend the Rules	2,476,064	08-07-2001
Plastic. It's just better.	2,496,530	10-09-2001

Trademark Applications

NONE.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Security Agreement**") is made as of this 7th day of May, 2007, by REHRIG INTERNATIONAL INCORPORATED, a Delaware corporation (the "**Borrower**") in favor of LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company, with an office at Two Commerce Square, 2001 Market Street, Suite 2610, Philadelphia, Pennsylvania 19103 (the "**Lender**"):

W I T N E S S E T H

WHEREAS, Borrower, Lender, Woodside RU Holdings, Inc., a Delaware corporation ("**Holdings**") and Woodside-United Acquisition, LLC, a Delaware limited liability company ("**Woodside-United**"; Holdings and Woodside-United, collectively, the "**Other Borrowers**") are each parties to a certain Loan and Security Agreement as of even date herewith (as amended, amended and restated, substituted, replaced or otherwise modified from time to time, the "**Loan Agreement**") and the Financing Documents (as defined in the Loan Agreement), which Financing Documents provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and the Other Borrowers and (ii) for the grant by Borrower and the Other Borrowers to Lender of a security interest in certain of Borrower's and the Other Borrowers' assets, including, without limitation, Borrower's trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Documents. The Financing Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Financing Documents of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until all of the Obligations shall have been satisfied in full other than inchoate indemnification obligations and the Financing Documents shall have been terminated, Borrower shall not, without the prior written consent of Lender, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before the Obligations shall have been satisfied in full or before the Financing Documents have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment and performance in full of the Obligations other than inchoate indemnification obligations and the termination of the Financing Documents. Borrower agrees that upon the occurrence of an Event of Default that remains continuing, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment and performance in full of the Obligations other than inchoate indemnification obligations and termination of the Financing Documents, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Documents

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid and performed in full other than inchoate indemnification obligations and the Financing Documents have been terminated, provided that diligent prosecution shall not require the filing of any such application in a foreign jurisdiction or require the continuing prosecution of an application that, in the ordinary course of business, would be reasonable determined by the Borrower not to merit continuing prosecution, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, provided that the borrower shall be permitted to abandon or otherwise cease to maintain particular Trademarks in the ordinary course of business, that are reasonably determined by Borrower not to merit continuing enforcement. Any expenses incurred in connection with the Borrower's obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After an Event of Default that remains continuing, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Documents. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use, maintenance, renewal, registration, or prosecution of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks and to the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and the goodwill of the Borrower's business connected with the use and symbolized by the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid and performed in full and the Financing Documents have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Documents.

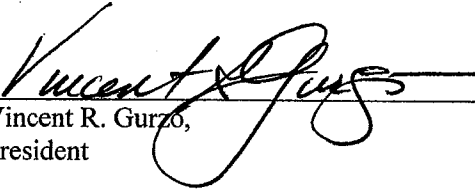
[Signatures Follow on Next Page]

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

BORROWER:

REHRIG INTERNATIONAL INCORPORATED

By: 

Vincent R. Gurzo,
President

Agreed and Accepted
As of the Date First Written Above

LENDER:

LASALLE BUSINESS CREDIT, LLC

By: _____
Daniel K. Clancy
First Vice President

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By: *Daniel K. Clancy*
Daniel K. Clancy
First Vice President

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