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
W.G. Enterprises, Inc.		06/28/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Wells Fargo Bank N.A.
Street Address:	5938 Priestly Drive
Internal Address:	Ste 200
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1521314	

CH $40.00 1521314

CORRESPONDENCE DATA

Fax Number: (617)338-2880
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-338-2800
Email: jworley@sandw.com
Correspondent Name: J. Peyton Worley
Address Line 1: One Post Office Square
Address Line 2: Sullivan & Worcester LLP
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	21275.3
NAME OF SUBMITTER:	J. Peyton Worley
Signature:	/J. Peyton Worley/

Date:	07/10/2007

Total Attachments: 3
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NOTICE OF TRADEMARK SECURITY AGREEMENT

This NOTICE OF TRADEMARK SECURITY AGREEMENT ("Notice") dated as of June 28, 2007 (the "Effective Date"), provides notice that W.G. ENTERPRISES, INC., a Michigan corporation ("Obligor"), has granted to Wells Fargo Bank N.A., a national banking association ("Lender"), a lien, security interest and non-exclusive license in and to all of Obligor's right, title, and interest in and to the TM Collateral (as defined below), to secure Obligor's payment of all its obligations to Lender.

For purposes of this Memorandum: (i) "Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, to the extent owned by the Obligor, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof; and (ii) "TM Collateral" means all registered and unregistered Trademarks of the Obligor and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks"); the Obligor's rights under any licenses that the Obligor has granted, or will in the future grant, to any person or persons with respect to the Trademarks (the "Trademark Licenses"); all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; all causes of action, claims and warranties now or hereafter owned or acquired by such Obligor in respect of any of the items listed above; and all proceeds of any of the foregoing items.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed and delivered by their duly authorized officers as of the Effective Date set forth above.

W.G. ENTERPRISES, INC.,
a Michigan corporation

By: _____
Andrew J. Dennard
Vice President, Secretary and Treasurer

WELLS FARGO BANK, N.A

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SHORT FORM SECURITY MEMO]

NOTICE OF TRADEMARK SECURITY AGREEMENT

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For purposes of this Memorandum: (i) "Trademarks" means all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, to the extent owned by the Obligor, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described Schedule I hereto, and all reissues, extensions or renewals thereof; and (ii) "TM Collateral" means all registered and unregistered Trademarks of the Obligor and, where applicable, the federal registrations thereof, including, without limitation, the federal registrations listed on Schedule I attached hereto (the "Registered Trademarks"); the Obligor's rights under any licenses that the Obligor has granted, or will in the future grant, to any person or persons with respect to the Trademarks (the "Trademark Licenses"); all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Obligor against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Registered Trademarks, and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License; all causes of action, claims and warranties now or hereafter owned or acquired by such Obligor in respect of any of the items listed above; and all proceeds of any of the foregoing items.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed and delivered by their duty authorized officers as of the Effective Date set forth above.

W.G. ENTERPRISES, INC.

By:_____
Name: Andrew J. Dennard
Title: Secretary

WELLS FARGO BANK, N.A.

By: Heidi T. Piche
Name: Heidi Piche
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SHORT FORM SECURITY MEMO]

SCHEDULE I

TRADEMARKS		
Owner	**Mark**	**Reg. No.**
W.G. Enterprises, Inc.	Sombrero Sam & Design	1,521,314

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