

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 |
| THE EMPIRE COMPANY, INC. | | 06/29/2007 | CORPORATION: MICHIGAN |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 200 Ottawa Ave, N.W. | | |
| City: | Grand Rapids | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 49503 | | |
| Entity Type: | BANK: | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1521831 | E EMPIRE | |
| Registration Number: | 2414144 | EMPIRE | |
| Registration Number: | 1930072 | BUILDER'S PREFERENCE | |
| Registration Number: | 2816574 | THE GALLERY COLLECTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (616)458-6753 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 616-336-1023 | | |
| Email: | jschuring@dickinsonwright.com | | |
| Correspondent Name: | Dickinson Wright PLLC | | |
| Address Line 1: | 200 Ottawa Avenue, N.W. | | |
| Address Line 2: | Suite 900 | | |
| Address Line 4: | Grand Rapids, MICHIGAN 49503-2427 | | |
| NAME OF SUBMITTER: | Carolyn L. Conrad | | |
| Signature: | /Carolyn L. Conrad/ | | |

OP \$115.00 1521831

Date:

07/11/2007

Total Attachments: 36

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of June 29, 2007, by and among Fletcher Wood Solutions, Inc., a Delaware corporation, The Empire Company, Inc., a Michigan corporation, AWM Acquisitions Corporation, a Maryland corporation, Comanche Investments, LLC, a Delaware limited liability company; NACS USA Inc., a Delaware corporation; Ornamental Mouldings, LLC, a Delaware limited liability company; Ornamental Products, LLC, a North Carolina limited liability company; Ornamental Investments, L.L.C., a North Carolina limited liability company; Fairfield Road, LLC, a North Carolina limited liability company; Tenon USA Holding Company, a Delaware corporation; and Kok's Woodgoods, Inc., a Michigan corporation (individually, a "Pledgor" and collectively, the "Pledgors") and JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as Administrative Agent (the "Administrative Agent") for the benefit of the Lenders party to the Credit Agreement referred to below.

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof, as amended, modified or extended from time to time (the "Credit Agreement"), by and between the Company, the Borrowers from time to time party thereto (together with the Company, the "Borrowers"), the Lenders, and the Administrative Agent, the Lenders agreed to make Loans and to incur Rate Management Obligations and issue Letters of Credit as provided for in the Credit Agreement; and

WHEREAS, it is a condition of closing on the Credit Agreement that each of the Pledgors execute and deliver this Agreement to Administrative Agent;

Each of the Pledgors and Administrative Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Credit Agreement" is defined in the recitals to this Agreement.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Pledge and Security Agreement dated as of the date hereof between the Pledgors and the Administrative Agent.

"UCC" means the Uniform Commercial Code as in effect in the State of Michigan.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Pledgor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each of the Pledgors hereby assigns, transfers and conveys to Administrative Agent, and grants to Administrative Agent a security interest in and a mortgage upon, all of each of the Pledgors' right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which each of the Pledgors now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) Patents. (A) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(B) all general intangibles and all intangible intellectual or other similar property of each of the Pledgors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(C) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof) or any indemnity, warranty

or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(ii) Trademarks. (A) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(B) the entire goodwill of or associated with the businesses now or hereafter conducted by any Pledgor connected with and symbolized by any of the aforementioned properties and assets;

(C) all general intangibles and all intangible intellectual or other similar property of each of the Pledgors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(D) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(iii) Copyrights. (A) All of each of the Pledgors' present and future United States registered copyrights and copyright registrations, including any Pledgor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of any Pledgor's present and future United States applications for copyright registrations, including any Pledgor's United States applications for copyright registrations listed in Schedule A to this Agreement, and all of any Pledgor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to any Pledgor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program

flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(B) all of each of the Pledgors' right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(C) all present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights; and

(D) all cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each of the Pledgors agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Administrative Agent under the Credit Agreement, Loan Documents or other security documents referred to therein. The rights and remedies of Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, Loan Documents or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations & Warranties; Covenants & Agreements.

(a) Representations and Warranties. Except as disclosed in Schedule A (as such schedule may be amended or supplemented from time to time), each Pledgor hereby represents and warrants, on the Closing Date and on each Borrowing date, that:

(i) Schedule A (as such schedule may be amended or supplemented from time to time) sets forth a true and complete list of (i) all United States, state and foreign registrations of and applications for Patents, Trademarks, and Copyrights owned by each Pledgor and material to the business of each Pledgor and (ii) all Patent Licenses, Trademark Licenses and Copyright Licenses material to the business of each Pledgor;

(ii) it has executed and delivered to the Administrative Agent, the applicable grants for all Copyrights, Patents and Trademarks owned by such Pledgor, including, but not limited to, all Copyrights, Patents and Trademarks on Schedule A (as such schedule may be amended or supplemented from time to time);

(iii) it is the sole and exclusive owner of the entire right, title, and interest in and to or has the valid right to use the Collateral on Schedule A (as such schedule may be amended or supplemented from time to time) listed under its respective

name, and owns all other trademark, patent, copyright, trade secret or similar intellectual property used in or necessary to conduct its business, as currently conducted except where the failure to own or right to use in the aggregate could not be reasonably expected to have a Material Adverse Effect;

(iv) its Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except as could not reasonably be expected to have a Material Adverse Effect, and each Pledgor has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain each and every registration and application of Collateral in full force and effect, except where the failure to do so could reasonably be expected to have a Material Adverse Effect;

(v) its Collateral is valid and enforceable in all material respects; no holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of, such Pledgor's right to register, or such Pledgor's rights to own or use, any Collateral except as could not reasonably be expected to have a Material Adverse Effect and no such action or proceeding is pending or, to such Pledgor's knowledge, threatened;

(vi) the conduct of its business does not infringe upon any trademark, patent, copyright, trade secret or similar intellectual property right owned or controlled by a third party and no written claim has been made that the use of any material intellectual property owned or used by any Pledgor (or any of its respective licensees) violates the asserted rights of any third party except, in each case, as could not reasonably be expected to have a Material Adverse Effect; and

(vii) except as otherwise permitted under the Credit Agreement, each Pledgor has not made a previous assignment, sale or transfer constituting a present or future assignment, sale or transfer of any Collateral for purposes of granting a security interest or as Collateral that has not been terminated or released. There is no effective financing statement or other document or instrument now executed, or on file or recorded in any public office, granting a security interest in or otherwise encumbering any part of the Collateral, other than in favor of the Administrative Agent, or as set forth in Schedule 6.02 to the Credit Agreement.

(b) Covenants and Agreements. Each Pledgor hereby covenants and agrees as follows until the payment in full of the Secured Obligations and termination of the Commitments:

(i) it shall take all commercially reasonable steps in the United States Patent and Trademark Office, the United States Copyright Office, any state registry or any foreign counterpart of the foregoing, to pursue any application and maintain any registration of each Trademark, Patent, and Copyright owned by any Pledgor, the maintenance of or registration of which is material to its business which is now or shall become included in the Collateral;

(ii) it shall promptly (but, except in the case of (II) below, in no event more than thirty (30) days after any Pledgor obtains knowledge thereof) report to

the Administrative Agent (x) the filing of any application to register any intellectual property with the United States Patent and Trademark Office, the United States Copyright Office, or any state registry or foreign counterpart of the foregoing (whether such application is filed by such Pledgor or through any agent, employee, licensee, or designee thereof) and (y) the registration of any intellectual property by any such office, in each case by executing and delivering to the Administrative Agent (I) a completed revision to Schedule A, and (II) upon the request of the Administrative Agent, an applicable grant for recordation with respect thereto in the applicable intellectual property registries, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office, provided, the failure of any Pledgor to deliver a revised version of Schedule A or submit a grant for recordation with respect to any additional intellectual property shall not impair the security interest of the Administrative Agent therein or otherwise adversely affect the rights and remedies of the Administrative Agent hereunder with respect thereto;

(iii) except with the prior consent of the Administrative Agent or as permitted under the Credit Agreement, it shall not execute, and Pledgor will not permit to be on file in any public office (except unauthorized financing statements which are reasonably disputed in good faith by the Pledgor) any financing statement or other document or instruments, except financing statements or other documents or instruments filed or to be filed in favor of the Administrative Agent and it shall not sell, assign, transfer, license, grant any option, or create or suffer to exist any Lien upon or with respect to the Collateral, except for Permitted Liens or as otherwise permitted under the Credit Agreement;

(iv) it shall hereafter use commercially reasonable efforts so as not to permit the inclusion in any contract to which it hereafter becomes a party of any provision that could reasonably be expected to in any way materially impair or prevent the creation of a security interest in, or the assignment of, such Pledgor's rights and interests in any property included within the definitions of any Collateral acquired under such contracts;

(v) it shall take all commercially reasonable steps to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Collateral, including entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents, except to the extent that a trade secret is no longer material or necessary to the business of such Pledgor;

(vi) it shall continue to collect, at its own expense, all amounts due or to become due to such Pledgor in respect of the Collateral or any portion thereof. In connection with such collections, any Pledgor may take (and, at the Administrative Agent's reasonable direction, shall take) such action as such Pledgor or after the occurrence and during the continuance of an Event of Default, the Administrative Agent may deem reasonably necessary or advisable to enforce collection of such amounts. Notwithstanding the foregoing, the Administrative Agent shall have the right at any time after the occurrence and during the continuance of an Event of Default, to notify, or

require any Pledgor to notify, any obligors with respect to any such amounts of the existence of the security interest created hereby.

SECTION 5. Further Acts. On a continuing basis, each of the Pledgors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be requested by Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure each Pledgor's compliance with this Agreement or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or Copyright Office (as applicable) or any applicable state office. Administrative Agent may record this Agreement, an abstract thereof, or any other document describing Administrative Agent's interest in the Collateral with the PTO or Copyright Office (as applicable) at the expense of each of the Pledgors. In addition, each of the Pledgors authorizes Administrative Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Administrative Agent. If any of the Pledgors shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral involving an amount in excess of \$1,000,000, such Pledgor shall immediately notify Administrative Agent in a writing signed by such Pledgor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

SECTION 6. Authorization to Supplement. If any of the Pledgors shall obtain rights to any new (i) patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent or (ii) trademarks or (iii) United States copyright registrations or applications, the provisions of this Agreement shall automatically apply thereto. Such Pledgor shall give prompt notice in writing to Administrative Agent with respect to any such new (i) patent rights or (ii) trademarks or renewal or extension of any trademark registration or (iii) United States registered copyrights or applications, as to which any action by the Administrative Agent is required to grant, perfect, or maintain perfection of its security interest in such Collateral. Without limiting any Pledgor's obligations under this Section 6, each of the Pledgors authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights or United States registered copyrights or applications. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the Pledgors, Administrative Agent and their respective successors and assigns. None of the Pledgors may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Michigan, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Michigan.

SECTION 9. Entire Agreement; Amendment. This Agreement, the Credit Agreement and Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Administrative Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement or Loan Documents, the provision giving Administrative Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Administrative Agent under the Credit Agreement or Loan Documents.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Administrative Agent (at each of the Pledgors' expense) shall promptly execute and deliver to each of the Pledgors such documents and instruments reasonably requested by each of the Pledgors as shall be necessary to evidence termination of all such security interests given by each of the Pledgors to Administrative Agent hereunder, including cancellation of this Agreement by written notice from Administrative Agent to the PTO or Copyright Office, as applicable.

SECTION 12. No Inconsistent Requirements. Each of the Pledgors acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and each of the Pledgors agrees that all such covenants,

terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

SECTION 15. Remedies.

(a) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, and in addition to any other remedies available at law or in equity:

(i) the Administrative Agent shall have the right (but not the obligation) to bring suit or otherwise commence any action or proceeding in the name of any Pledgor, the Administrative Agent or otherwise, in the Administrative Agent's sole discretion, to enforce any Collateral, in which event such Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all documents required by the Administrative Agent in aid of such enforcement and such Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders in connection with the exercise of its rights under this Section, and, to the extent that the Administrative Agent shall elect not to bring suit to enforce any Collateral as provided in this Section, each Pledgor agrees to use all commercially reasonable efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Collateral by others;

(ii) upon written demand from the Administrative Agent, each Pledgor shall grant, assign, convey or otherwise transfer to the Administrative Agent an absolute assignment of all of such Pledgor's right, title and interest in and to the Collateral and shall execute and deliver to the Administrative Agent such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement;

(iii) each Pledgor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that the Administrative Agent (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Collateral;

(iv) within five (5) Business Days after written notice from the Administrative Agent, each Pledgor shall make available to the Administrative Agent, to

the extent within such Pledgor's power and authority, such personnel in such Pledgor's employ on the date of such Event of Default as the Administrative Agent may reasonably designate, by name, title or job responsibility, to permit such Pledgor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by such Pledgor under or in connection with the Collateral, such persons to be available to perform their prior functions on the Administrative Agent's behalf and to be compensated by the Administrative Agent at such Pledgor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default; and

(v) the Administrative Agent shall have the right to notify, or require each Pledgor to notify, any obligors with respect to amounts due or to become due to such Pledgor in respect of the Collateral, of the existence of the security interest created herein, to direct such obligors to make payment of all such amounts directly to the Administrative Agent, and, upon such notification and at the expense of such Pledgor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as such Pledgor might have done.

(b) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Administrative Agent of any rights, title and interests in and to the Collateral shall have been previously made and shall have become absolute and effective, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of any Pledgor, the Administrative Agent shall promptly execute and deliver to such Pledgor, at such Pledgor's sole cost and expense, such assignments or other transfer as may be necessary to reassign to such Pledgor any such rights, title and interests as may have been assigned to the Administrative Agent as aforesaid, subject to any disposition thereof that may have been made by the Administrative Agent; provided, after giving effect to such reassignment, the Administrative Agent's security interest granted pursuant hereto, as well as all other rights and remedies of the Administrative Agent granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Administrative Agent and the Secured Parties.

(c) Solely for the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section 15 after an Event of Default has occurred and is continuing and at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Pledgor hereby grants so long as an Event of Default has occurred and is continuing, to the Administrative Agent, to the extent it has the right to do so, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Pledgor), subject, in the case of trademarks, to the grant of sufficient rights to quality control and inspection in favor of such Pledgor to avoid the risk of invalidation of said trademarks, to use, operate under, license, or sublicense any Collateral now owned or hereafter acquired by such Pledgor, and wherever the same may be located.

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SCHEDULE A
to the INTELLECTUAL PROPERTY Security Agreement

A. Patents

Issued U.S. Patents

Patent No. Issue Date Title Owner

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| None | | | |
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Licenses for U.S. Patents

Patent No. Issue Date Title Owner

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| None | | | |
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Pending U.S. Patent Applications

Serial No. Filing Date Title Owner

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| None | | | |
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B. Trademarks

Issued U.S. Trademarks

| Registration No. | Registration Date | Registered Owner | Mark |
|---------------------|-------------------|--------------------------|------------------------|
| 1,521,831 | 01/24/89 | The Empire Company, Inc. | Empire Logo |
| 2,414,144 | 12/19/00 | The Empire Company, Inc. | Empire |
| 1,930,072 | 10/24/95 | The Empire Company, Inc. | Builder's Preference |
| Canada - TMA495,953 | 6/12/98 | The Empire Company, Inc. | Empire |
| 2,816,574 | 02/24/04 | The Empire Company, Inc. | The Gallery Collection |

See attached for additional registered trademarks.

Licenses for U.S. Trademarks

| Registration No. | Registration Date | Registered Owner | Mark |
|------------------|-------------------|------------------|------|
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Pending U.S. Trademark Applications

| Application No. | Filing Date | Applicant | Mark |
|-----------------|-------------|-----------|------|
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C. Copyrights

Issued U.S. Copyrights

| Title of Work | Registration Number | Date of Registration | Owner |
|---------------|---------------------|----------------------|-------|
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| See attached | | | |
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Licenses for U.S. Copyrights

| Title of Work | Registration Number | Date of Registration | Owner |
|---------------|---------------------|----------------------|-------|
|---------------|---------------------|----------------------|-------|

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Pending U.S. Copyright Applications

| Title of Work | Application Number | Date of Application | Owner |
|---------------|--------------------|---------------------|-------|
|---------------|--------------------|---------------------|-------|

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D. Service Marks

Attached is a copy of a service mark (not registered) used by Kok's Woodgoods, Inc.

Trademark Schedule

| Trademark | Country | Registration No | Reg Date | Record Owner |
|------------------------|---------|-----------------|------------|--------------------------------|
| E EMPIRE | US | 1521831 | 1/24/1989 | The Empire Company, Inc. |
| EMPIRE | US | 2414144 | 12/19/2000 | The Empire Company, Inc. |
| BUILDER'S PREFERENCE | US | 1930072 | 10/24/1995 | The Empire Company, Inc. |
| EMPIRE | Canada | TMA495953 | 6/12/1998 | The Empire Company, Inc. |
| THE GALLERY COLLECTION | US | 2816574 | 2/24/2004 | The Empire Company, Inc. |
| Ornamental | US | 2435175 | 3/13/2001 | Ornamental Mouldings, LLC - DE |

TRADEMARK
REEL: 003578 FRAME: 0353

Copyright Schedule

| Title | Description | Registration No | Registration Date | Claimant |
|----------------------|-------------|-----------------|-------------------|------------------------------------|
| IM-5109 | | VA-1-387-755 | 11/20/2006 | Ornamental Products, LLC |
| IM-CA75 | | VA-1-387-756 | 11/20/2006 | Ornamental Products, LLC |
| IM-3036 | | VA-1-387-757 | 11/20/2006 | Ornamental Products, LLC |
| IM-3036 | | VA-1-387-758 | 11/20/2006 | Ornamental Products, LLC |
| IM-3038 | | VA-1-387-759 | 11/20/2006 | Ornamental Products, LLC |
| IM-CA79 | | VA-1-387-760 | 11/20/2006 | Ornamental Products, LLC |
| IM-CA78 | | VA-1-387-761 | 11/20/2006 | Ornamental Products, LLC |
| IM-CA74 | | VA-1-387-762 | 11/20/2006 | Ornamental Products, LLC |
| Leaf & berry corbels | sculpture | VA-1-236-576 | 11/24/2003 | Ornamental Products, LLC (jointly) |
| Basket weave corbels | sculpture | VA-1-236-578 | 11/24/2003 | Ornamental Products, LLC (jointly) |
| Braid corbels | sculpture | VA-1-236-579 | 11/24/2003 | Ornamental Products, LLC (jointly) |

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PLEDGORS:

**FLETCHER WOOD SOLUTIONS, INC., A
DELAWARE CORPORATION**

By: ASW

Name: Adam S. White

Its: Chief Financial Officer

By: [Signature]

Name: Paul Gillard

Its: Vice President & Assistant Secretary

**THE EMPIRE COMPANY, INC., A MICHIGAN
CORPORATION**

By: ASW

Name: Adam S. White

Its: Vice President & Secretary

By: _____

Name: _____

Its: _____

**AWM ACQUISITIONS CORPORATION, A
MARYLAND CORPORATION**

By: ASW

Name: Adam S. White

Its: President

By: [Signature]

Name: Paul Gillard

Its: Vice President & Secretary

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

PLEDGORS:

**FLETCHER WOOD SOLUTIONS, INC., A
DELAWARE CORPORATION**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

**THE EMPIRE COMPANY, INC., A MICHIGAN
CORPORATION**

By: _____

Name: _____

Its: _____

By: 

Name: Steve Grossman

Its: Chief Operating Officer

**AWM ACQUISITIONS CORPORATION, A
MARYLAND CORPORATION**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

COMANCHE INVESTMENTS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President

NACS USA INC, A DELAWARE CORPORATION

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President & Assistant Secretary

ORNAMENTAL MOULDINGS, LLC, A
DELAWARE LIMITED LIABILITY COMPANY

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President

ORNAMENTAL PRODUCTS, LLC, A NORTH
CAROLINA LIMITED LIABILITY COMPANY

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President

ORNAMENTAL INVESTMENTS, L.L.C., A
NORTH CAROLINA LIMITED LIABILITY
COMPANY

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President

FAIRFIELD ROAD, LLC, A NORTH CAROLINA
LIMITED LIABILITY COMPANY

By: ASW
Name: Adam S. White
Its: Vice President

By: [Signature]
Name: Paul Gillard
Its: Vice President

TENON USA HOLDING COMPANY, A
DELAWARE CORPORATION

By: ASW
Name: Adam S. White
Its: Treasurer

By: [Signature]
Name: Paul Gillard
Its: Vice President & Assistant Secretary

KOK'S WOODGOODS, INC., A MICHIGAN
CORPORATION

By: ASW
Name: Adam S. White
Its: Vice President & Secretary

By: _____
Name: _____
Its: _____

**ORNAMENTAL INVESTMENTS, L.L.C., A
NORTH CAROLINA LIMITED LIABILITY
COMPANY**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

**FAIRFIELD ROAD, LLC, A NORTH CAROLINA
LIMITED LIABILITY COMPANY**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____


**TENON USA HOLDING COMPANY, A
DELAWARE CORPORATION**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

**KOK'S WOODGOODS, INC., A MICHIGAN
CORPORATION**

By: _____
Name: _____
Its: _____

By: 
Name: Steve Grossman
Its: chief operating officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A., a national banking association

By: Rebecca A. Ogden

Name: Rebecca A. Ogden

Its: Vice President

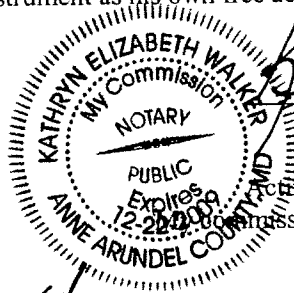
By: 

Name: PAUL FAGAN

Its: SENIOR VICE PRESIDENT

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Fletcher Wood Solutions, Inc., a Delaware corporation, and acknowledged that as such Chief Financial Officer signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

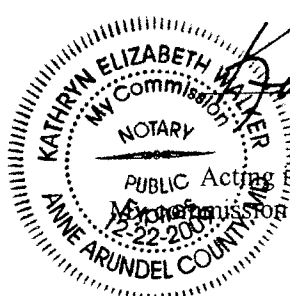


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President & Secretary of Fletcher Wood Solutions, Inc., a Delaware corporation, and acknowledged that as such Vice President & Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

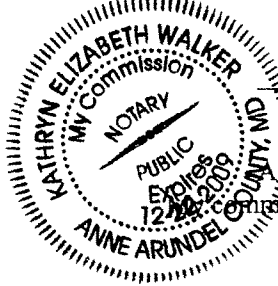


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel)SS

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President Secretary of The Empire Company, Inc., a Michigan corporation, and acknowledged that as such Vice President Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



Kathryn Walker
Notary Public
Acting in Anne Arundel County
My commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF _____)
COUNTY OF _____)SS

On this ___ day of June, 2007, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of The Empire Company, Inc., a Michigan corporation, and acknowledged that as such _____ signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Notary Public
Acting in _____ County
My commission Expires: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of June, 2007, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of The Empire Company, Inc., a Michigan corporation, and acknowledged that as such _____ signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Notary Public

Acting in _____ County
My commission Expires: _____

STATE OF Michigan)
)SS
COUNTY OF Kent)

On this 27th day of June, 2007, before me appeared Steve Grossman to me personally known, who, being by me duly sworn, did say that he is the chief operating officer of The Empire Company, Inc., a Michigan corporation, and acknowledged that as such Steve Grossman signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Christina M. Beveridge
Notary Public

Acting in Kent County
My commission Expires: 11-6-08

Christina M. Beveridge
NOTARY PUBLIC, Kent County, Michigan
Acting in Kent County
My Commission Expires 11-6-2008

STATE OF Maryland
COUNTY OF Anne Arundel)SS

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the President of AWM Acquisitions Corporation, a Maryland corporation, and acknowledged that as such President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Kathryn Walker
Notary Public
Anne Arundel County
My Commission Expires: _____

MY COMMISSION EXPIRES
DECEMBER 22, 2009

STATE OF Maryland
COUNTY OF Anne Arundel)SS

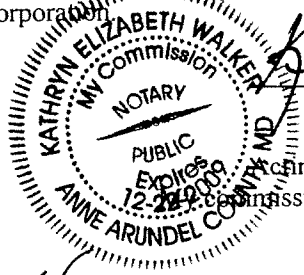
On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President & Secretary of AWM Acquisitions Corporation, a Maryland corporation, and acknowledged that as such Vice President & Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

MY COMMISSION EXPIRES
DECEMBER 22, 2009

STATE OF Maryland
COUNTY OF Anne Arunde)SS

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Comanche Investments, LLC, a Delaware limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



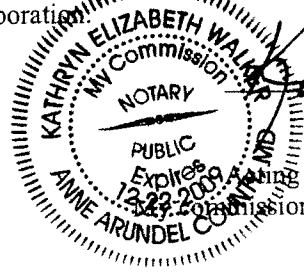
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arunde)SS

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President of Comanche Investments, LLC, a Delaware limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



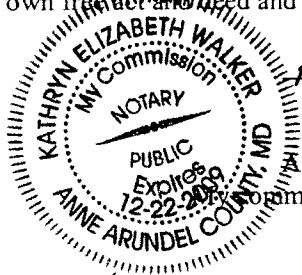
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arunde

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of NACS USA Inc., a Delaware corporation, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

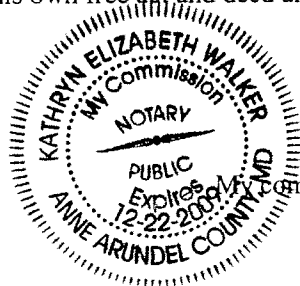


Kathryn Walker
Notary Public
Acting in Anne Arunde County
Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arunde

On this 28 day of June, 2007, before me appeared Paul Gillan to me personally known, who, being by me duly sworn, did say that he is the Vice President & Secretary of NACS USA Inc., a Delaware corporation, and acknowledged that as such Vice President & Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

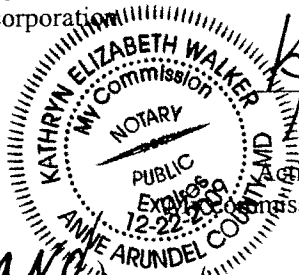


Kathryn Walker
Notary Public
Acting in Anne Arunde County
Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Mouldings, LLC, a Delaware limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

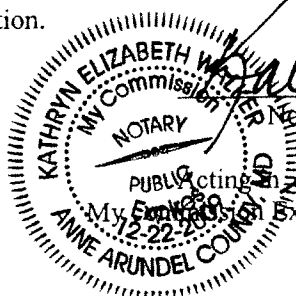


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Mouldings, LLC, a Delaware limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

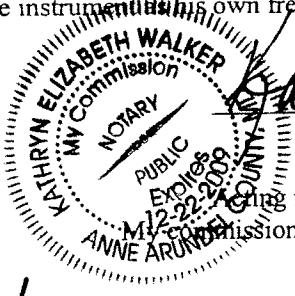


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Products, LLC, a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

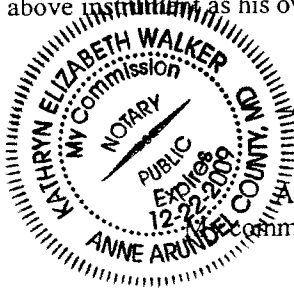


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Products, LLC, a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

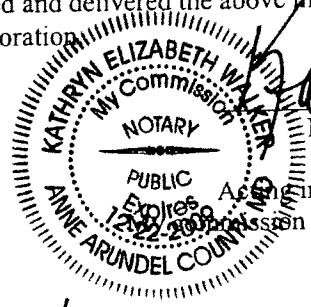


Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Investments, L.L.C., a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



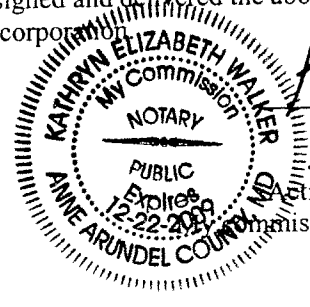
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President of Ornamental Investments, L.L.C., a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



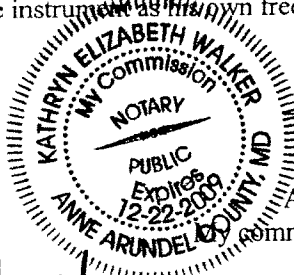
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President of Fairfield Road, LLC, a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

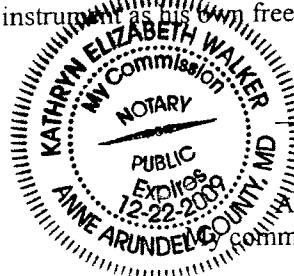


Kathryn Walker
Notary Public
Acting in Anne Arundel County
Commission Expires: _____

MY COMMISSION EXPIRES
DECEMBER 22, 2009

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President of Fairfield Road, LLC, a North Carolina limited liability company, and acknowledged that as such Vice President signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

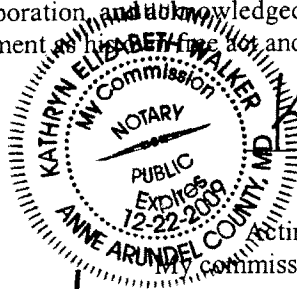


Kathryn Walker
Notary Public
Acting in Anne Arundel County
Commission Expires: _____

MY COMMISSION EXPIRES
DECEMBER 22, 2009

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Tenon USA Holding Company, a Delaware corporation, and acknowledged that as such Treasurer signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



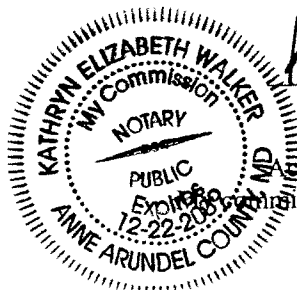
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel

On this 28 day of June, 2007, before me appeared Paul Gillard to me personally known, who, being by me duly sworn, did say that he is the Vice President & Secretary of Tenon USA Holding Company, a Delaware corporation, and acknowledged that as such Vice President & Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



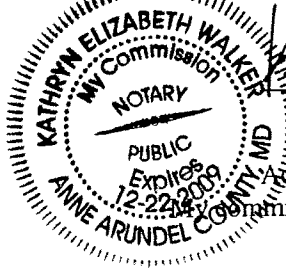
Kathryn Walker
Notary Public

Acting in Anne Arundel County
My Commission Expires: _____

**MY COMMISSION EXPIRES
DECEMBER 22, 2009**

STATE OF Maryland
COUNTY OF Anne Arundel)SS

On this 28 day of June, 2007, before me appeared Adam White to me personally known, who, being by me duly sworn, did say that he is the Vice President Secretary of Kok's Woodgoods, Inc., a Michigan corporation, and acknowledged that as such Vice President & Secretary signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



Kathryn Walker
Notary Public
Acting in Anne Arundel County
My Commission Expires: **MY COMMISSION EXPIRES DECEMBER 22, 2009**

STATE OF _____)
COUNTY OF _____)SS

On this ___ day of June, 2007, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of Kok's Woodgoods, Inc., a Michigan corporation, and acknowledged that as such _____ signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Notary Public
Acting in _____ County
My commission Expires: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this ___ day of June, 2007, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of Kok's Woodgoods, Inc., a Michigan corporation, and acknowledged that as such _____ signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Notary Public

Acting in _____ County
My commission Expires: _____

STATE OF Michigan)
)SS
COUNTY OF Kent)

On this 27th day of June, 2007, before me appeared Steve Grossman to me personally known, who, being by me duly sworn, did say that he is the Chief Operating Officer of Kok's Woodgoods, Inc., a Michigan corporation, and acknowledged that as such Steve Grossman signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Christina M. Beveridge
Notary Public

Acting in Kent County
My commission Expires: 11-6-08

Christina M. Beveridge
NOTARY PUBLIC, Kent County, Michigan
Acting in Kent County
My Commission Expires 11-6-2008

STATE OF _____)
)SS
COUNTY OF _____)

On this 29th day of June, 2007, before me appeared Rebecca A. Ogden to me personally known, who, being by me duly sworn, did say that he is the Vice President of JPMorgan Chase Bank, NA, a national banking association, and acknowledged that as such Rebecca A. Ogden signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Peter T. Campbell
Notary Public

PETER T. CAMPBELL
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY ACTING IN Kent COUNTY
MY COMMISSION EXPIRES MAY 7, 2011

Acting in _____ County
My commission Expires: _____

STATE OF _____)
)SS
COUNTY OF _____)

On this 29th day of June, 2007, before me appeared Paul E. Flynn to me personally known, who, being by me duly sworn, did say that he is the SE Vice President of JPMorgan Chase Bank, NA, a national banking association, and acknowledged that as such Paul E. Flynn signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.

Peter T. Campbell
Notary Public

PETER T. CAMPBELL
NOTARY PUBLIC - MICHIGAN
OTTAWA COUNTY ACTING IN Kent COUNTY
MY COMMISSION EXPIRES MAY 7, 2011

Acting in _____ County
My commission Expires: _____