

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Amendment To Grant of Security Interest In Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hansen Manufacturing Corp.		07/20/2007	CORPORATION: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronoto-Dominion Bank		
<b>Street Address:</b>	4th Floor, 201 Portage Avenue		
<b>City:</b>	Winnipeg		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	R3C 2T2		
<b>Entity Type:</b>	bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78882865	HI LIFE	
<b>Serial Number:</b>	78882844	HI BULK	
<b>Serial Number:</b>	78882878	MINI ROLLER	
<b>Serial Number:</b>	78882821	CONSIGNOR	
<b>Registration Number:</b>	2501591	HI ROLLER	
<b>Registration Number:</b>	2431575	HI ROLLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(605)339-3357		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	605.336.3890		
<b>Email:</b>	Troy.Leonard@woodsfuller.com		
<b>Correspondent Name:</b>	Troy Leonard		
<b>Address Line 1:</b>	300 S. Phillips Ave., Suite 300		
<b>Address Line 4:</b>	Sioux Falls, SOUTH DAKOTA 57104		

OP \$165.00 78882865

ATTORNEY DOCKET NUMBER:

32455

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Troy Leonard

Signature:

/troy leonard/

Date:

08/02/2007

Total Attachments: 3

source=NOA Trademark (Hansen)#page1.tif

source=NOA Trademark (Hansen)#page2.tif

source=NOA Trademark (Hansen)#page3.tif

**NOTICE OF AMENDMENT TO GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

This Notice of Amendment to Grant of Security Interest in Trademarks is executed and delivered this 20<sup>th</sup> day of July, 2007, by **Hansen Manufacturing Corp.** (the "Debtor"), a South Dakota corporation with offices at 5100 West 12<sup>th</sup> Street, Sioux Falls, South Dakota 57107 and successor in interest to Westfield Distributing (South Dakota) Inc., to and in favor of **The Toronto-Dominion Bank** (the "Lender"), with offices at 4<sup>th</sup> Floor, 201 Portage Avenue, Winnipeg, Manitoba, R3C 2T2.

WHEREAS, the Debtor is the owner of the trademarks set forth in Exhibit A hereto, and the registrations and applications in the United States Patent and Trademark Office for said trademarks as identified therein, as well as the underlying goodwill of said trademarks (all of which is hereinafter referred to as the "Trademarks");

WHEREAS the Debtor is party to a General Security Agreement in favor of the Lender December 29, 2006 and a Trademark Security Agreement dated December 29, 2006 (collectively, the "Security Agreement") by which the Debtor granted to the Lender a security interest in certain property, including the Trademarks, in consideration for a commercial loan; and

WHEREAS pursuant to a U.S. Security and Guaranty Amending Agreement dated July, 2007, the Security Agreement was amended to provide, *inter alia*, that the Security Agent shall hold all security granted to it pursuant to the Security Agreement, as amended, in its capacity as security agent for itself and other lenders from time to time, by agreement, and any successor or assignee from time to time of the interests of such parties (the Lender, and such other lenders from time to time, together with their successors and assigns, are herein collectively called the "Participating Lenders") to secure all present and future indebtedness, obligations and liabilities of the Debtors, existing from time to time, to the Participating Lenders, whether direct indebtedness to any Participating Lender or indebtedness under any present or future guarantee or similar obligation given to any Participating Lender.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and in accordance with the terms and obligations set forth in the Security Agreement, as amended, the Debtor hereby confirms the grant to the Lender, as agent for itself and other lenders from time to time, of a continuing security interest in, and continuing lien upon, the Trademarks. The Debtor and the Lender acknowledge and affirm that the rights and remedies of the Lender, and the Participating Lenders, with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, as amended, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Debtor and the Lender further acknowledge and agree that the security interest in the Trademarks is not to be construed as an assignment of the Trademarks, but as a security interest therein.

[Signature Page Follows]

IN WITNESS WHEREOF, Hansen Manufacturing Corp. executes this Notice of Amendment to Grant of Security Interest in Trademarks the date first recited above.

DEBTOR:  
HANSEN MANUFACTURING CORP.

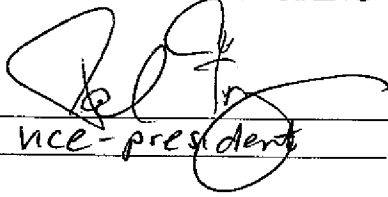
By   
Its vice-president

EXHIBIT A  
TRADEMARKS

Description of Trademark	Application or Registered Trademark	Application/Registration Number
HI LIFE	Application	78/882,865
HI BULK	Application	78/882,844
MINI ROLLER	Application	78/882,878
CONSIGOR	Application	78/882,821
HI-ROLLER (Standard Character Mark)	Registered	2,501,591
HI-ROLLER (Stylized Mark with Arrow)	Registered	2,431,575