

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
Flex Trim Holding Co.		08/24/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78550982	XTRULINEAR LENGTHS	
Serial Number:	78528518	FLEX TRIM	
Serial Number:	78528539	FLEX TRIM	
Serial Number:	78518803	ZZZZ FLEX	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3128637233		
Email:	Rena.Kollias@goldbergkohn.com		
Correspondent Name:	rena kollias		
Address Line 1:	55 East Monroe		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5125.048		
NAME OF SUBMITTER:	rena kollias		

OP \$115.00 78550982

Signature:	/renakollias/
Date:	09/20/2007
Total Attachments: 5 source=Document (8)#page1.tif source=Document (8)#page2.tif source=Document (8)#page3.tif source=Document (8)#page4.tif source=Document (8)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of August, 2007 by FLEX TRIM HOLDING CO., a Delaware corporation ("Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 7, 2003 among Grantor, certain of its affiliates and Grantee (as amended through the date hereof including without limitation by the Joinder to Security Agreement dated as of the date hereof and executed by Grantor and as the same may be further amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement 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 Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"; provided that the Trademark Collateral will not include "intent-to-use" trademark filings until such time as Grantor begins to use such trademarks), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

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

FLEX TRIM HOLDING CO.

By *John M. Wilson*
Title Vice President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial
Services Inc., as Agent

By _____
Title _____

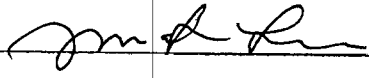
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FLEX TRIM HOLDING CO.

By _____
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial
Services Inc., as Agent

By  _____
Title _____

SCHEDULE 1

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	FIRST USE DATE	INTENT TO USE	OWNER INFORMATION
Xtrulinear Lengths	78-550982	Allowed – Intent to Use	N/A	N/A	N/A	Yes	Flex Trim, Inc.
Flex Trim	78-528518	Registered	3049952	1/24/2006	4/1986	No	Flex Trim Corporation
Flex Trim	78-528539	Registered	3135028	8/29/2006	4/1986	No	Flex Trim Corporation
ZZZZ Flex	78-518803	Registered	3128766	8/15/2006	1/02/1992	No	Flex Trim

TRADEMARK APPLICATIONS

Trademark Application Description U.S. Application No. Date Applied

None.