TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Reelcraft Industries, Inc.		08/21/2007	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Collateral Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2528266	POLYCRAFT
Registration Number:	1013408	REELCRAFT
Registration Number:	2028231	REELCRAFT
Registration Number:	2775786	REELTEK
Serial Number:	78704971	INDURION

OP $140.00 2528266

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32024

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/01/2007

Total Attachments: 7
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SHORT FORM SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of August 21, 2007, among REELCRAFT INTERNATIONAL, INC., REELCRAFT INDUSTRIES, INC. and CAPITALSOURCE FINANCE LLC, as Collateral Agent (the "Collateral Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of July 11, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among LN Acquisition Corp., a Delaware corporation (the "Borrower"), Lincoln Holdings Enterprises, Inc. ("Holdings"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to make loans to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of July 11, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders party thereto, the Collateral Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to make loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the making of loans to the Borrower pursuant to the Credit Agreement and each of the Borrower and the Subsidiary Parties are willing to execute and deliver this Agreement in order to induce the Lenders to make such loans. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations and subject to the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement), each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the

filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Intercreditor Agreement. Notwithstanding anything in this Agreement to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement shall be a Second Priority Lien on and security interest in the Trademark Collateral and the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Intercreditor Agreement (as such term is defined in the Credit Agreement) and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

REELCRAFT INTERNATIONAL, INC.

by

Name: MICHAEL P. SANTONI
Title: Senior Vice President Finance

REELCRAFT INDUSTRIES, INC.

by

Name: MICHAEL P. SANTONI
Title: Senior Vice President Finance

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CAPITALSOURCE FINANCE LLC, as
Collateral Agent,

by

Name: **John N. Toufanian**
Title: **Authorized Signatory**

Schedule I

SCHEDULES TO TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Trademark	Country	Registration No.	Record Owner
POLYCRAFT	Australia	832744	Reelcraft Industries, Inc
POLYCRAFT	Canada	TMA569286	Reelcraft Industries, Inc
POLYCRAFT	China	1624941	Reelcraft Industries, Inc
POLYCRAFT	European Community	1603067	Reelcraft Industries, Inc
POLYCRAFT	Hong Kong	B00277/2003	Reelcraft Industries, Inc
POLYCRAFT	Mexico	661342	Reelcraft Industries, Inc
POLYCRAFT	Taiwan	928466	Reelcraft Industries, Inc
POLYCRAFT	United States	2528266	Reelcraft Industries, Inc
REELCRAFT & Design	Australia	A628920	Reelcraft Industries, Inc
REELCRAFT & Design	Canada	TMA548030	Reelcraft Industries, Inc
REELCRAFT & Design	European Community	2029361	Reelcraft Industries, Inc
REELCRAFT & Design	Hong Kong	10770	Reelcraft Industries, Inc
REELCRAFT & Design	Indonesia	IDM000014541 334809	Reelcraft Industries, Inc
REELCRAFT & Design	Mexico	552215	Reelcraft Industries, Inc
REELCRAFT & Design	Singapore	6844/94	Reelcraft Industries, Inc
REELCRAFT & Design	Taiwan	676447	Reelcraft Industries, Inc
REELCRAFT & Design	Thailand	Kor34131	Reelcraft Industries, Inc
REELCRAFT & Design	United States	1013408	Reelcraft Industries, Inc
REELCRAFT & Design	United States	2028231	Reelcraft Industries, Inc
REELTEK	Australia	957744	Reelcraft Industries, Inc
REELTEK	Canada	TMA663136	Reelcraft Industries, Inc
REELTEK	China	3545184	Reelcraft Industries, Inc
REELTEK	European Community	3093788	Reelcraft Industries, Inc
REELTEK	Mexico	797414	Reelcraft Industries, Inc
REELTEK	United States	2775786	Reelcraft Industries, Inc

Pending Trademark Registrations

Trademark	Country	Application No.	Record Owner
INDURION	United States	78/704971	Reelcraft Industries, Inc
REELCRAFT & Design	Malaysia	94/05231	Reelcraft Industries, Inc
RUI JI	China	4344394	Reelcraft Industries, Inc
RUI JI	China	4344395	Reelcraft Industries, Inc
RUI JI	China	4344396	Reelcraft Industries, Inc
REELCRAFT (single class application)	China	In Progress	Reelcraft Industries, Inc
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Trademark	Country	Application No.	Record Owner
REELCRAFT (single class application)	China	In Progress	Reelcraft Industries, Inc

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