

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason Incorporated		05/11/2007	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	299 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77160375	FALCON	
Serial Number:	77160403	HAWK	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 253368		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$65.00 77160375

Signature:	/Matthew Mayer/
Date:	10/03/2007
Total Attachments: 4 source=Jason_GEcap_tm2#page1.tif source=Jason_GEcap_tm2#page2.tif source=Jason_GEcap_tm2#page3.tif source=Jason_GEcap_tm2#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2007, by JASON INCORPORATED, a Wisconsin corporation ("*Grantor*"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Banks ("*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, the other Credit Parties thereto, Agent and the Persons signatory thereto from time to time as the Banks (the "*Credit Agreement*"), Agent and the Banks have agreed to amend and restate that certain Credit Agreement dated as of August 4, 2000 by and among Grantor, as Borrower, the other Credit Parties, Agent and the Banks (including, without limitation, all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified) and the other Credit Documents; and

WHEREAS, Agent and Banks are willing to execute the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the benefit of the Banks, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Banks, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark licensed to a third party under any Trademark License; and

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

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to have granted a security interest in, any Trademark to the extent that the grant of a security interest therein is prohibited by applicable law or would result in the cancellation, invalidation, abandonment or other loss of Grantor's right, title or interest therein or thereto.

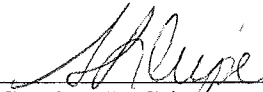
SECTION 3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Banks, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any terms of this Trademark Security Agreement conflict with any terms of the Security Agreement, the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JASON INCORPORATED

By: 
Name: Stephen L. Cripe
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name:
Title:

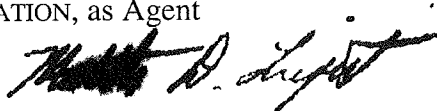
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JASON INCORPORATED

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent



By: _____
Name: Matthew D. Liepert
Title: Duly Authorized Signatory