

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
MooreCo, Inc.		10/05/2007	CORPORATION: TEXAS
MooreCo International Holdings, Inc.		10/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NewStar Financial, Inc., as Administrative Agent
Street Address:	9 Old Kings Highway South
Internal Address:	4th Floor
City:	Darien
State/Country:	CONNECTICUT
Postal Code:	06820
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2200763	IT'S A BETTER BOARD
Registration Number:	2312543	THE BOARD OF DIRECTORS
Registration Number:	2510836	WHEASEL
Registration Number:	2423761	CHAIRMAN OF THE BOARDS
Registration Number:	2292358	BEST-BITE
Registration Number:	2018622	BR
Registration Number:	1981947	BEST-RITE
Registration Number:	3034026	NEW-RITE
Registration Number:	3041683	PALE-RITER
Registration Number:	3052715	DURA-RITE
Registration Number:	3052730	DURA-SAFE
Registration Number:	3056919	THE BOARD OF EDUCATION

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Registration Number:	3192576	BR
Registration Number:	1611265	BALT
Registration Number:	2914937	TRUE ADJUST
Registration Number:	2926231	SMART ONE
Registration Number:	2943487	TWO-PNEU
Registration Number:	3021584	INCLINATION
Registration Number:	2967898	SPEAK EASY
Registration Number:	3138527	THE ROLE MODEL
Registration Number:	3194011	TRANSFORMER
Registration Number:	3219945	EURO
Registration Number:	3253477	SEATFLEX ERGONOMIC SEATING
Registration Number:	3248852	REFLEX
Registration Number:	3089730	BEST-RITE
Registration Number:	3263177	MARK-RITE
Registration Number:	2257903	PROJECTION PLUS
Serial Number:	78757933	ACROSS THE BOARD
Serial Number:	78803386	BEST IN CLASS
Serial Number:	78837941	RITE-ON
Serial Number:	78933024	WE'VE GOT YOUR BACK
Serial Number:	77101139	WHAT YOU WANT...WHEN YOU WANT IT
Serial Number:	77252237	BRITE KIDS
Serial Number:	77214761	DON'T SWEAT IT

CORRESPONDENCE DATA

Fax Number: (617)316-8263
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02478

ATTORNEY DOCKET NUMBER:	240042-0030
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/

Date:

10/09/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2007, is among each of the undersigned (each, a "Grantor"), and NewStar Financial, Inc., as administrative agent and collateral agent ("Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement, dated as of October 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MooreCo, Inc., a Texas corporation (the "Borrower"), MooreCo International Holdings, Inc., a Delaware corporation, and the other Guarantors from time to time party thereto (the "Guarantors", and collectively with the Borrower, the "Credit Parties"), the Lenders from time to time party thereto, and Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Security Agreement, dated as of October 5, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantors and Agent, each Grantor granted to Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Secured Obligations (as defined in the Security Agreement) including the obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to Agent a security interest in and continuing lien on, all of such Grantor's right, title and interest in, to and under the Trademarks, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent on behalf of and for the ratable benefit of the Lenders, pursuant to the Security Agreement and each 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

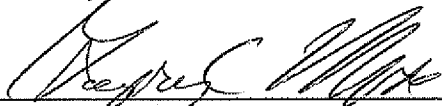
This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

MOORECO, INC.

By: 
Name: Gregory C. Moore
Title: President and CEO

MOORECO INTERNATIONAL HOLDINGS,
INC.

By: _____
Name:
Title:

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

MOORECO, INC.

By: _____
Name: *Gregory C. Moore*
Title: *President and CEO*

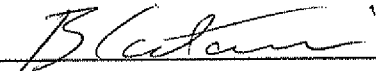
MOORECO INTERNATIONAL HOLDINGS,
INC.

By: _____
Name: *Donald Steiner*
Title: *President*

(Trademark Security Agreement Signature Page)

AGENT

NEWSTAR FINANCIAL, INC.,
as Administrative Agent and Collateral Agent

By: 
Name: BRUCE CATANIA
Title: MANAGING DIRECTOR

(Trademark Security Agreement Signature Page)

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Schedule 1

Trademarks

Registered Trademarks:

Name of Trademark Owner	Trademark	Registration Number
MooreCo, L.P.	It's A Better Board	200763
MooreCo, L.P.	The Board of Directors	2312543
MooreCo, L.P.	Wheasel	2510836
MooreCo, L.P.	Chairman of the Boards	2423761
MooreCo, L.P.	Best-Bite	2292358
MooreCo, L.P.	BR	2018622
MooreCo, L.P.	Best-Rite	1981947
MooreCo, L.P.	New-Rite	3034026
MooreCo, L.P.	Pale-Riter	3041683
MooreCo, L.P.	Dura-Rite	3052715
MooreCo, L.P.	Dura-Safe	3052730
MooreCo, L.P.	The Board of Education	3056919
Best Rite Chalkboard Company	The Board of Education (European Community)	4251062
MooreCo, L.P.	BR Logo	3192576
MooreCo, L.P.	BALT	1611265
MooreCo, L.P.	True Adjust	2914937
MooreCo, L.P.	Smart One	2926231

MooreCo, L.P.	Two-Pneu	2943487
MooreCo, L.P.	Inclination	3021584
MooreCo, L.P.	Speak Easy	2967898
MooreCo, L.P.	The Role Model	3138527
MooreCo, L.P.	Transformer	3194011
MooreCo, L.P.	Euro	3219945
MooreCo, L.P.	Seatflex	3253477
MooreCo, L.P.	Reflex	3248852
MooreCo, L.P.	Best-Rite	3089730
MooreCo, L.P.	Mark-Rite	3263177
MooreCo, L.P.	Projection Plus	2257903

Pending Trademarks:

Trademark	Application Number	Description
MooreCo, L.P.	78757933	Across the Board
MooreCo, L.P.	78803386	Best in Class
MooreCo, L.P.	78837941	Rite-On
MooreCo, L.P.	78933024	We've Got Your Back
MooreCo, L.P.	77101139	What You Want When You Want It
MooreCo, L.P.	77252237	Brite Kids
MooreCo, L.P.	77214761	Don't Sweat It