

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
Specialty Manufacturing, Inc.		10/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3022430	SAFETY STOP DRIVER ALERT
Registration Number:	2682809	MOTORIZED SAFETY VENT
Registration Number:	2851346	MSV
Registration Number:	2515103	ECONO SAFETY VENT
Registration Number:	2515102	POWER SAFETY VENT
Registration Number:	2515104	EURO POWER SAFETY VENT
Registration Number:	2490835	EURO SAFETY VENT
Registration Number:	2453744	SAFETY FLASH
Registration Number:	2255315	TRANSPEC WORLDWIDE
Registration Number:	2299390	SAFETY-STOP
Registration Number:	2164258	SAFETY STOP
Registration Number:	1439896	TRIPLE VALUE SAFETY VENT
Registration Number:	1452047	DUAL PURPOSE SAFETY VENT
Registration Number:	1452045	SAFETY VENT

CH \$365.00 3022430

TRADEMARK

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332659-40
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	11/16/2007

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2007 by SPECIALTY MANUFACTURING, INC., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, the "Grantee") for the Lenders party to the Credit Agreement (defined below):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to that certain Credit Agreement dated as of June 27, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of June 27, 2006 between Grantor and Grantee (as the same may be amended, restated, supplemented 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 Credit Agreement and Security Agreement. The Credit Agreement and 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"), whether now owned or existing or hereafter created, acquired or arising:

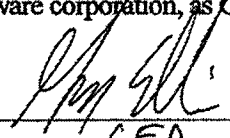
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, 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.

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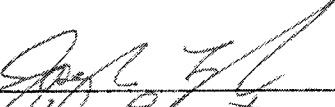
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SPECIALTY MANUFACTURING, INC., a
Delaware corporation, as Grantor

By: 
Its: CEO

*Agreed and Accepted
As of the Date First Written Above*

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

By: 
Its: Ad. Agent

Trademark Security Agreement

TRADEMARK
REEL: 003661 FRAME: 0890

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Reg. Number	Reg. Date
Safety Stop Driver Alert	3022430	12/6/05
Motorized Safety Vent	2682809	2/4/03
MSV	2851346	6/8/04
Econo Safety Vent	2515103	12/4/01
Power Safety Vent	2515102	12/4/01
Euro Power Safety Vent	2515104	12/4/01
Euro Safety Vent	2490835	9/18/01
Safety Flash	2453744	5/22/01
Transpec Worldwide	2255315	6/22/99
Safety-Stop (with stylized stop sign)	2299390	12/14/99
Safety Stop	2164258	6/9/98
Triple Value Safety Vent	1439896	5/19/87
Dual Purpose Safety Vent	1452047	8/11/87
Safety Vent	1452045	8/11/87