

## 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
Lyon Workspace Products, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Sycamore Systems, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Paris Metal Products, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Pride Metals L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Durand Products, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
Targeted Marketing, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: DELAWARE
L & D Group, Inc.		11/30/2007	CORPORATION: DELAWARE
Miller Global Solutions, L.L.C.		11/30/2007	LIMITED LIABILITY COMPANY: ILLINOIS

## RECEIVING PARTY DATA

Name:	North Fork Business Capital Corp., as Agent
Street Address:	1415 West 22nd Street
Internal Address:	Suite 750E
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2518364	XL-3000
Registration Number:	2579432	BIGFOOT
Registration Number:	2497248	WORKFLOR

900093268

TRADEMARK  
REEL: 003670 FRAME: 0815

OP \$615.00 2518364

Serial Number:	77095771	WORKFLOR
Serial Number:	76623257	HOMELAND
Registration Number:	2515660	"E-Z"
Registration Number:	1992070	SKY-WAL
Registration Number:	1739823	LABELS LABELS LABELS ON COMMAND
Registration Number:	1759910	ERGO-BENCH
Registration Number:	1570623	LYON
Registration Number:	1496799	EXCHANGE MASTER
Registration Number:	1548323	LOCKERACK
Registration Number:	1543228	SAFETYLINK
Registration Number:	1450354	MSS II
Registration Number:	1319400	VAL/TEC
Registration Number:	0973836	LYON
Registration Number:	0843704	LYON
Registration Number:	0749664	LYON
Registration Number:	0573619	LYON
Registration Number:	0545042	LYON
Registration Number:	0570062	LYON
Registration Number:	0571461	LYON
Registration Number:	1827068	DURAND
Registration Number:	1966218	BULLET-PROOF

#### CORRESPONDENCE DATA

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-863-7198  
 Email: nancy.brougher@goldbergkohn.com  
 Correspondent Name: Nancy Brougher c/o Goldberg Kohn  
 Address Line 1: 55 East Monroe Street  
 Address Line 2: Suite 3300  
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5810.003
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	12/03/2007

**Total Attachments: 9**

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**PATENT, TRADEMARK AND COPYRIGHT  
SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of the 30th day of November, 2007 by and among Lyon Workspace Products, L.L.C., a Delaware limited liability company, Sycamore Systems, L.L.C., a Delaware limited liability company, Paris Metal Products, L.L.C., a Delaware limited liability company, Pride Metals L.L.C., a Delaware limited liability company, Durand Products, L.L.C., a Delaware limited liability company, Targeted Marketing, L.L.C., a Delaware limited liability company (each a "Borrower" and collectively, the "Borrowers"), L & D Group, Inc., a Delaware corporation, and Miller Global Solutions, L.L.C., an Illinois limited liability company (each a "Guarantor" and collectively, the "Guarantors"; together with the Borrowers, the "Loan Parties") and North Fork Business Capital Corp., as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Borrowers, the other Loan Parties, Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrowers;

WHEREAS, a certain Security Agreement of even date herewith among Agent and Loan Parties (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of Borrowers' and Guarantors' assets, including, without limitation, their patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Loan Parties hereby agree as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, each Loan Party hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in such Loan Party's entire right, title and interest in and to any and all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) rights corresponding to any of the foregoing throughout the world and the goodwill of Borrower's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, each Loan Party hereby assigns, transfers and conveys, effective upon the occurrence of any Event of Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to any Loan Party or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by each Loan Party. Each Loan Party shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by such Borrower subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Each Loan Party acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND

UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT LOAN PARTIES SHALL HAVE ALL OF SUCH RIGHTS.


5. Binding Effect; Benefits. This Agreement shall be binding upon each Loan Party and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

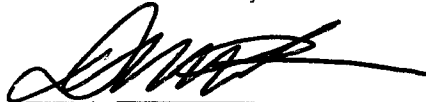
*[signature pages follow]*

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

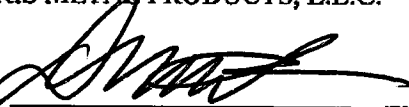
LYON WORKSPACE PRODUCTS, L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO

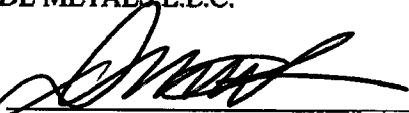
SYCAMORE SYSTEMS, L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO

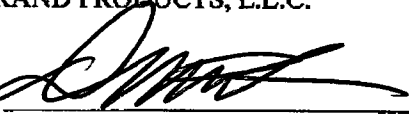
PARIS METAL PRODUCTS, L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO

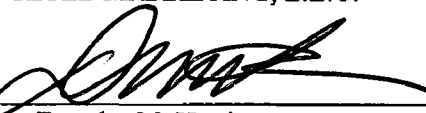
PRIDE METALS L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO

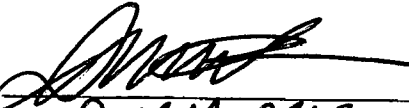
DURAND PRODUCTS, L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO


TARGETED MARKETING, L.L.C.

By:   
Name: Douglas M. Harrison  
Title: COO

L & D GROUP, INC.,

By:   
Name: D. M. Anderson  
Title: CEO

MILLER GLOBAL SOLUTIONS, L.L.C.

By:   
Name: D. M. Anderson  
Title: CEO

Accepted and Agreed to:

NORTH FORK BUSINESS CAPITAL CORP.,  
as Agent

By \_\_\_\_\_  
Its \_\_\_\_\_



L & D GROUP, INC.,

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MILLER GLOBAL SOLUTIONS, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed to:

NORTH FORK BUSINESS CAPITAL CORP.,  
as Agent



By \_\_\_\_\_  
Its VICE PRESIDENT

**SCHEDULE A**

**PATENTS**

<b>PATENT DESCRIPTION</b>	<b>COUNTRY</b>	<b>PATENT NO.</b>	<b>OWNER</b>
Chair Back	US	D 409864	Lyon Workspace Products, L.L.C.
Chair Seat	US	D 408664	Lyon Workspace Products, L.L.C.
Shelving System	US	5452812	Sycamore Systems, L.L.C.
Storage Rack Locking Beam-to-Column Connection	US	6352164	Lyon Workspace Products, L.L.C.

CHI 11348950.1

**SCHEDULE B**

**COPYRIGHT REGISTRATIONS**

**NONE**

# SCHEDULE C

## TRADEMARK REGISTRATIONS

MARK	COUNTRY	REG. NO. (APPL. NO.)	REG. DATE (APPL. DATE)	OWNER
XL-3000	US	2518364	12/11/01	Lyon Workspace Products, L.L.C.
Bigfoot	US	2579432	6/11/02	Lyon Workspace Products, L.L.C.
Workflor	US	2497248	10/9/01	Lyon Workspace Products, L.L.C.
Workflor	US	(77/095771)	(1/31/07)	Lyon Workspace Products, L.L.C.
Homeland	US	(76/623257)	(11/6/04)	Lyon Workspace Products, L.L.C.
E-Z	US	2515660	12/4/01	Lyon Workspace Products, L.L.C.
Sky-wal	US	1992070	8/6/96	Lyon Workspace Products, L.L.C.
Labels Labels Labels On Command	US	1739823	12/15/92	Lyon Workspace Products, L.L.C.
Ergo-bench	US	1759910	3/23/93	Lyon Workspace Products, L.L.C.
Lyon	US	1570623	12/12/89	Lyon Workspace Products, L.L.C.
Exchange Master	US	1496799	7/19/88	Lyon Workspace Products, L.L.C.
Lockerack	US	1548323	7/18/89	Lyon Workspace Products, L.L.C.
Safetylink	US	1543228	6/13/89	Lyon Workspace Products, L.L.C.
MSS II	US	1450354	8/4/87	Lyon Workspace Products, L.L.C.
Val/Tec	US	1319400	2/12/85	Lyon Workspace Products, L.L.C.
Lyon	US	973836	11/27/73	Lyon Workspace Products, L.L.C.
Lyon	US	843704	2/6/68	Lyon Workspace Products, L.L.C.
Lyon	US	749664	5/21/63	Lyon Workspace Products, L.L.C.
Lyon	US	573619	4/28/53	Lyon Workspace Products, L.L.C.
Lyon	US	545042	7/17/51	Lyon Workspace Products, L.L.C.
Lyon	US	570062	2/10/53	Lyon Workspace Products, L.L.C.
Lyon	US	571461	3/10/53	Lyon Workspace Products, L.L.C.
Durand	US	1827068	3/15/94	Durand Products, L.L.C.
Bullet-Proof	US	1966218	4/9/96	Targeted Marketing, L.L.C.
Lyon	Mexico	501130	10/12/04	Lyon Workspace Products, L.L.C.
Lyon	Taiwan	873984	11/1/99	Lyon Workspace Products, L.L.C.
Lyon	Taiwan	876272	4/18/00	Lyon Workspace Products, L.L.C.
Lyon	Colombia	234364	4/20/01	Lyon Workspace Products, L.L.C.
Lyon	China	1257248	3/21/99	Lyon Workspace Products, L.L.C.
Lyon	Colombia	234365	4/20/01	Lyon Workspace Products, L.L.C.
Lyon (in Chinese)	China	(4631888)	(4/28/05)	Lyon Workspace Products, L.L.C.

CHI 11348641.1