

**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
Pretty Products, LLC		06/29/2007	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	LaSalle Bank Midwest, N.A., as agent
Street Address:	2600 Big Beaver Road
Internal Address:	Mail Code M0900-345
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1325469	RUBBER QUEEN
Registration Number:	1473694	AUTO POCKETS
Registration Number:	1445302	ULTRA-GUARD PLUS
Registration Number:	1789508	ESSEX
Registration Number:	2295111	RUBBER QUEEN
Registration Number:	2306935	OEM QUALITY RUBBER QUEEN WORLD'S LARGEST MANUFACTURER OF ORIGINAL EQUIPMENT FLOOR MATS

**CORRESPONDENCE DATA**

Fax Number: (312)609-5005  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-609-7897  
 Email: hmiller@vedderprice.com  
 Correspondent Name: Holly Miller  
 Address Line 1: 222 North LaSalle Street - 24th Floor

CH \$165.00 1325469

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 37530.00.0008/HOLLY

NAME OF SUBMITTER: Holly Miller

Signature: /Holly Miller/

Date: 12/07/2007

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this <sup>31<sup>st</sup></sup> day of June, 2007, by Pretty Products, LLC, a Michigan limited liability company ("Grantor"), having its principal place of business at 437 Cambridge Road, Coshocton, Ohio 43812, in favor of LaSalle Bank Midwest, N.A., a national banking association, as agent ("Agent") for itself and various other lenders ("Lenders"), with an office at 2600 Big Beaver Road, Mail Code M0900-345, Troy, Michigan 48084.

### WITNESSETH:

WHEREAS, Grantor, Agent and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Financing Agreements"), which Financing Agreements provide for (i) Agent and Lenders to, from time to time, extend credit to or for the account of Grantor and (ii) the grant by Grantor to Agent, on behalf of itself and the other Lenders, of a security interest in certain of its assets including, without limitation, Grantor's trademarks and trademark applications.

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 Financing Agreements. The Financing Agreements 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 Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Grantor hereby grants to Agent, on behalf of itself and the other Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing first priority security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising 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 (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, 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 (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the

Grantor's business connected with the use of and symbolized by the Trademarks; and license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's and Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Security Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Warranties and Representations. Grantor, except as disclosed or provided otherwise in the Loan Agreement or Section 4.19 of the Acquisition Agreement, warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Subject to Permitted Liens, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified corporate right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as in the reasonable business judgment of Grantor, Grantor agrees that until the Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Agent, on behalf of itself and the other Lenders, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent, on behalf of itself and the other Lenders, under this Security Agreement.

5. New Trademarks. Grantor, except as disclosed or provided otherwise in the Loan Agreement or Section 4.19 of the Acquisition Agreement, represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Liabilities shall have been satisfied in full or

before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent, on behalf of itself and the other Lenders, to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Liabilities and the termination of the Financing Agreements. Grantor agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Liabilities and termination of the Financing Agreements, Agent, on behalf of itself and the other Lenders, shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Liabilities.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently as commercially reasonable any trademark applications pending as of the date hereof or hereafter until the Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Liabilities under this Section 10 shall be borne by Grantor.

11. Agent's Right to Sue. After an Event of Default has occurred, Agent shall have the right, on behalf of itself and the other Lenders, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor

shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's and Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent, on behalf of itself and the other Lenders, shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

**[SIGNATURE PAGE FOLLOWS]**

***Trademark Security Agreement Signature Page***

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

**PRETTY PRODUCTS, LLC**

By: 

Name: Jeffrey K. Willis

Title: Manager



**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Serial No.</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Rubber Queen	73431701	1325469	3/19/1985
Auto Pockets	73/609919	1473694	1/19/1988
Ultra-Guard Plus	73/627442	1445302	6/30/1987
Essex	74/352231	1789508	8/24/1993
Rubber Queen & Design	75/414448	2295111	11/30/1999
OEM quality rubber queen's world's largest manufacturer of original equipment floor mats & design	75/414447	2306935	1/11/2000

<u>Trademark Description</u>	<u>Canada Serial No.</u>	<u>Canada Registration No.</u>	<u>Date Registered</u>
Grip-Lock	703682	413770	6/18/1993
Rubber Queen & Design	879295	545805	5/29/2001
OEM quality rubber queen's world's largest manufacturer of original equipment floor mats & design	879294	545802	5/29/2001
Rubber Queen, the leader in automotive mats & accessories and design	879293	545795	5/29/2001
Dimensions	880515	539425	1/9/2001

<u>Trademark Description</u>	<u>Peru Serial No.</u>	<u>Peru Registration No.</u>	<u>Date Registered</u>
Rubber Queen (Class 12)	31966	35530	5/9/1997
Rubber Queen (Class 27)	31967	39361	9/22/1997

**TRADEMARK APPLICATIONS**

**None**

**SCHEDULE B**

**LICENSES**

License Agreement dated March 18, 1992, between Pretty Products, Inc. and Ken Luker

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**RECORDED: 12/07/2007**

**TRADEMARK  
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