

**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
Focus Electrics, LLC		12/11/2007	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South Lasalle Street
Internal Address:	Suite 218
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	0635121	WEST BEND
Registration Number:	1369952	WEST BEND
Registration Number:	1437098	WEST BEND
Registration Number:	1846660	WEST BEND
Registration Number:	0862553	WEST BEND...WHERE CRAFTSMEN STILL CARE
Registration Number:	0840293	WEST BEND
Registration Number:	1369954	WEST BEND
Registration Number:	1441813	WEST BEND
Registration Number:	0894434	WEST BEND

CORRESPONDENCE DATA

Fax Number: (312)876-7934  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 0635121

Phone: 312-876-8086  
Email: trademarks@sonnenschein.com  
Correspondent Name: Debra S. Clark  
Address Line 1: Wacker Drive Station, Sears Tower  
Address Line 2: P.O. Box 061080  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	9801880-0014
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	12/20/2007

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 14, 2007, by FOCUS ELECTRICS, LLC, an Illinois limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the benefit of the hereinafter defined Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into an Amended and Restated Credit Agreement dated as of October 6, 2005, as heretofore amended (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions as Lenders (the "Lenders") and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Joinder to Guaranty and Collateral Agreement bearing even date herewith pursuant to which Grantor became a party to that certain Amended and Restated Guaranty and Collateral Agreement dated as of October 6, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all Guarantor Obligations (as defined in the Guaranty and Collateral Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement and Guaranty and Collateral Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

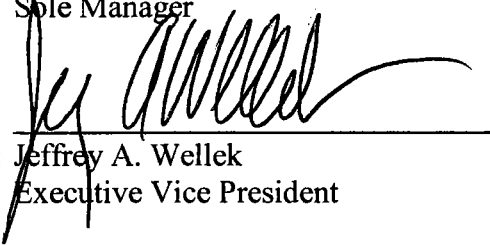
This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

**[signature page follows]**

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**FOCUS ELECTRICS, LLC**

By: Focus Products Group, LLC  
Its: Sole Manager

By:   
Name: Jeffrey A. Wellek  
Title: Executive Vice President

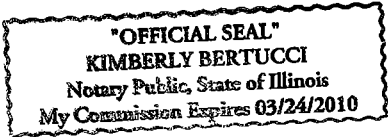
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF COOK            )

On this 11<sup>th</sup> day of December, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the sole Manager of Focus Electric, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



[Handwritten Signature]  
Notary Public

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**FOCUS ELECTRICS, LLC**

By: Focus Products Group, LLC  
Its: Sole Manager

By: \_\_\_\_\_  
Name: Jeffrey A. Wellek  
Title: Executive Vice President

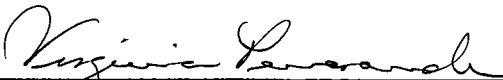
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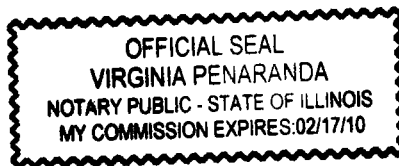
**LASALLE BANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By: Robert M Swanson  
Name: Robert Swanson  
Title: Senior Vice President

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

On this 10th day of December, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks**

**Corporate Name**

Focus Electrics, LLC

**United States Trademark Applications**

MARK	SERIAL / REG. NO.	FILING / REG. DATE
WEST BEND	635,121	10/2/56
WEST BEND	1,369,952	11/12/85
WEST BEND	1,437,098	4/21/87
WEST BEND	1,846,660	7/26/94
WEST BEND ...WHERE CRAFTSMEN STILL CARE & design	862,553	12/24/68
WEST BEND & design	840,293	12/12/67
WEST BEND & design	1,369,954	11/12/85
WEST BEND & design	1,441,813	6/9/87
WEST BEND & design US	894,434	7/14/70

**Trademark Licenses**

None.

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

None.

Patent Licenses

None.