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
Haas TCM Inc.		12/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2600813	HAAS TECH
Registration Number:	2421655	HAASTRAC
Registration Number:	3003870	MAX COM
Registration Number:	2609886	HAZTRACK
Registration Number:	2541944	NET MSDS
Registration Number:	1996202	LINDEN
Registration Number:	1929805	TERMS

OP $190.00 2600813

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127017608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 South Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	07129607
NAME OF SUBMITTER:	Ugochukwu O. Ude
Signature:	/Ugochukwu O. Ude/
Date:	01/23/2008

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of December 31, 2007 (this "***Agreement***"), among HAAS TCM INC. ("***Borrower***") and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of December 31, 2007 (as amended, restated, supplemented or otherwise modified, the "***Guarantee and Collateral Agreement***"), among HAAS HOLDINGS, INC. ("***Holdings***"), the Borrower, the Domestic Subsidiaries of the Borrower identified herein and the Collateral Agent, and (b) the Credit Agreement dated as of December 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), among the Borrower, Holdings, the lenders from time to time party thereto (the "***Lenders***") and The Governor and Company of the Bank of Ireland, as administrative agent and as the Collateral Agent. The Lenders and the Issuing Bank have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. ***Terms***. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest***. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does assign and pledge to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "***Trademark Collateral***"): (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (collectively, the "***Trademarks***"), (b) all goodwill associated with or symbolized by the Trademarks and (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, the "Trademark Collateral" shall not include any of the items described in clauses (a), (b) and (c) above to the extent that any such items do not constitute Article 9 Collateral (as defined in the Guarantee and Collateral Agreement).

SECTION 3. ***Guarantee and Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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TRADEMARK
REEL: 003722 FRAME: 0739

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

HAAS TCM INC.

By _____

Name: Jonathan F. Boucher
Title: President

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as Collateral Agent

By _____
Name:
Title:

By _____
Name:
Title:

Schedule I

Trademark Collateral

TRADEMARKS OWNED BY HAAS TCM INC.

Territory	Trademark	Date of Registration	Registration Number
United States	Haas Tech	July 30, 2002	2600813
United States	Haas Tech	January 16, 2001	2421655
United States	Max Comfort Lined Co (Ty)	October 4, 2005	3003870
United States	Haas Tech	August 20, 2002	2609886
United States	Net Tech	February 19, 2002	2541944
United States	NAMSD	August 20, 1996	1996202
United States	Indian	October 24, 1995	1929805

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