

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
RAPCO INTERNATIONAL, INC.		02/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First Bank, as Administrative Agent		
Street Address:	135 North Meramec		
City:	Clayton		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Bank: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2150675	ACCESS ONE	
Registration Number:	2112000	SOUNDFLEX	
Registration Number:	2096855	ROAD HOG	
CORRESPONDENCE DATA			
Fax Number:	(314)612-7874		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-444-7874		
Email:	tbranson@lewisrice.com		
Correspondent Name:	Terri Branson		
Address Line 1:	500 N. Broadway, Suite 2000		
Address Line 2:	Lewis, Rice & Fingersh, L.C.		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	027208.46376		
NAME OF SUBMITTER:	Terri Branson		

OP \$90.00 2150675

Signature:	/Terri Branson/
Date:	03/03/2008
Total Attachments: 5 source=RAPCOINTLSecAgmt#page1.tif source=RAPCOINTLSecAgmt#page2.tif source=RAPCOINTLSecAgmt#page3.tif source=RAPCOINTLSecAgmt#page4.tif source=RAPCOINTLSecAgmt#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of February 29, 2008, by RAPCO INTERNATIONAL, INC., a Delaware corporation ("Grantor"), and FIRST BANK, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions 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 and its affiliates have entered into a Guaranty and Collateral Agreement dated as of the date hereof (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 and Lien 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 trademarks, trademark registrations, trademark applications and trademark licenses, any income, royalties, damages and payments relating thereto, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement, the Guaranty and Collateral Agreement, and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest and Lien 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, trademark registration, and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) and all goodwill associated therewith;
- (2) each trademark license;

- (3) all products and proceeds of, and any income, royalties, damages and payments relating to, 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 registration or trademark application referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

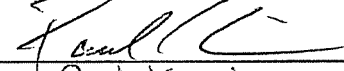
Notwithstanding the foregoing, Administrative Agent and the Lenders do not acquire any security interest, Lien or other rights for any trademark that is the subject of an intent-to-use application filed in the United States Patent and Trademark Office until such time as an amendment to allege use or statement of use is filed with the United States Patent and Trademark Office for such application. In no event will Administrative Agent or the Lenders acquire any intent-to-use trademark applications prior to the time that the Administrative Agent has acquired a security interest and Lien in such applications according to the conditions of the preceding sentence.

This security interest and Lien is granted in conjunction with the security interests and Liens 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 and Lien in the Trademark 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 Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RAPCO INTERNATIONAL, INC.

By: 
Name: Paul Kreie
Title: Chairman

Acknowledged:

FIRST BANK, as Administrative Agent

By: _____
Name: Tom Harmon
Title: Senior Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003730 FRAME: 0634


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

RAPCO INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

FIRST BANK, as Administrative Agent

By:  _____
Name: Tom Harmon
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Title	Trademark Registration Number	Application Number	Date Filed	Registration Date	Country/State
ACCESS ONE	2150675	75/529065	3/18/1997	4/14/1998	United States
SOUNDFLEX	2112000	75/159637	9/3/1996	11/11/1997	United States
ROAD HOG and Design	2096855	75/084842	4/8/1996	9/16/1997	United States
RAPCO	2.069.206 1.569.477 (old)	1.940.702	10/7/1994	2/28/06 7/20/1995 (old)	Argentina