

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
ARCS & ANGLES, INC.		05/16/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3342333	THE ARC	
Registration Number:	3223914	THE ARC	
Registration Number:	3116589	EVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-876-3192		
Email:	pmcbride@sonnenschein.com		
Correspondent Name:	Peggy L. McBride		
Address Line 1:	8000 Sears Tower		
Address Line 2:	Sonnenschein Nath & Rosenthal LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	09801880-0014		
NAME OF SUBMITTER:	Peggy L. McBride		

OP \$90.00 3342333

Signature:	/Peggy L. McBride/
Date:	05/23/2008
Total Attachments: 8 source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page1.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page2.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page3.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page4.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page5.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page6.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page7.tif source=Arcs & Angles-LaSalle Bank-Trademark Security Agreement#page8.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 16, 2008, by ARCS & ANGLES, INC., a New York corporation (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 is 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.

ARCS & ANGLES, INC.

By: 

Name: Jeffrey A. Wellek

Title: Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: _____

Title: _____

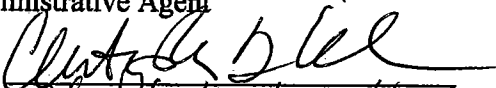
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARCS & ANGLES, INC.

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

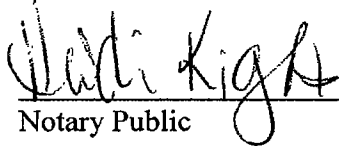
Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Christopher L. Lott
Title: Senior Vice President

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 16th day of May, 2008, 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 Arcs & Angles, 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.




Notary Public

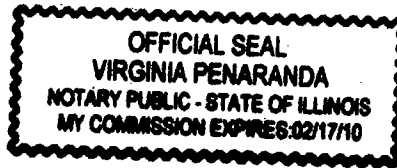


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 20th day of May, 2008, 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 he signed his 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

Arcs & Angles, Inc.




United States Trademark Applications

MARK	APP. NO / REG. NO	FILING/ISSUE DATE
THE ARC	3,342,333	11/20/2007
THE ARC AND DESIGN 	3,223,914	04/03/2007
EVOLUTION AND DESIGN 	3,116,589	07/18/2006

Trademark Licenses

The below listed trademarks and trademark applications are licensed to Grantor pursuant to that certain Agreement, dated May 31, 2004, by and between Grantor and Hookless Systems of North America, Inc. ("Hookless"), as amended on July 9, 2004, amended on July 1, 2007, and as from time to time further amended, which trademarks and trademark applications are licensed to Hookless pursuant to that certain License Agreement, dated March 2, 1999, by and between Hookless and Zahner Design Group, Ltd.

MARK	COUNTRY	APP. NO / REG. NO	FILING/ ISSUE DATE	OWNER & LICENSOR	SUBLICENSOR
FLEX-ON	US	2,948,547	05/10/2005	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
HOOKLESS	US	2,381,995	08/29/2000	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
HOOKLESS	IR	847355	03/01/2005	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
HOOKLESS	CTM	847355	03/01/2005	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.

MARK	COUNTRY	APP. NO / REG. NO	FILING/ ISSUE DATE	OWNER & LICENSOR	SUBLICENSOR
INTUITIVERING	US	77-022544	10/17/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
INTUITIVERING	IR	912951	12/ 21/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
INTUITIVERING	AU	1164028	12/ 21/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
INTUITIVERING	CN	912951	12/ 21/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
INTUITIVERING	CTM	912951	12/ 21/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc..
INTUITIVERING	JP	912951	12/ 21/2006	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
IT'S A SNAP!	US	3,384,779	02/19/2008	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
IT'S A SNAP!	CA	1353241	06/26/2007	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
THE 30 SECOND BATHROOM MAKEOVER!	US	2,972,907	07/19/ 2005	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
ZAHNER HOOKLESS (Stylized) 	US	2,355,554	06/06/2000	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
ZAHNER HOOKLESS (Stylized) 	CA	TMA618437	09/01/ 2004	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
ZAHNER HOOKLESS (Stylized) 	AU	839437	06/19/2000	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.
ZAHNER HOOKLESS	CTM	1612571	08/07/2001	ZAHNER DESIGN GROUP, LTD.	Hookless Systems of North America, Inc.