



REC

7

103528120

COPY FORWARDED

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Viking Corporation

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 24, 2008

- Assignment
- Security Agreement
- Other Notice of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

Address: IL1-231-10-41

Street Address: 231 S. LaSalle Street

City: Chicago

State: Illinois

Country: United States Zip: 60697

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See SCHEDULE A attached hereto.

B. Trademark Registration No.(s)
See SCHEDULE A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Terry L. Witcher, NCCP

Internal Address: McGuireWoods LLO

Street Address: 201 N. Tryon Street, Suite 3000

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: 704-343-2104

Fax Number: 704-444-8857

Email Address: twitcher@mcguirewoods.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: A. Carter Arey Signature

September 25, 2008 Date





A. Carter Arey, Esq.
Name of Person Signing


Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

THE VIKING CORPORATION TRADEMARKS

<i>Exact Legal Name of Owner</i>	<i>Description of Intellectual Property</i>	<i>Application or Registration Number(s)</i>	<i>Application or Registration Date(s)</i>
The Viking Corporation	VIKING (Cl. 7)	777,793	9/29/1964
The Viking Corporation	VIKING (Cl. 9)	777,759	9/29/1964
The Viking Corporation	FIRE-CYCLE (Cl. 9)	855,059	8/20/1968
The Viking Corporation	VIKING AND Design (Cl. 9 & 11) 	923,078	11/2/1971
The Viking Corporation	HIGH CHALLENGE (Cl. 11)	1,118,710	5/22/1979
The Viking Corporation	MICROMATIC (Cl. 11)	1,219,028	12/7/1982
The Viking Corporation	MICROFAST (Cl. 9)	1,505,642	9/27/1988
The Viking Corporation	VIKING and Design (Cl. 9) 	1,709,778	8/25/1992
The Viking Corporation	VIKING and Design (Cl. 11) 	1,776,394	6/15/1993
The Viking Corporation	EASY RISER (Cl. 9)	1,715,256	9/15/1992
The Viking Corporation	MIRAGE (Cl. 11)	1,841,291	6/21/1994
The Viking Corporation	MicrofastHP (Cl. 9)	2,191,295	9/22/1998
The Viking Corporation	SUPPLY NET (Cl. 42)	1,726,433	10/20/1992
The Viking Corporation	SN and Design (Cl. 42) 	1,565,204	11/7/1989
The Viking Corporation	HORIZON (Cl. 9)	2,386,805	9/19/2000
The Viking Corporation	FIREKING (Cl. 6)	2,550,446	3/19/2002
The Viking Corporation	UNIKING (Cl. 6)	2,547,819	3/12/2002

<i>Exact Legal Name of Owner</i>	<i>Description of Intellectual Property</i>	<i>Application or Registration Number(s)</i>	<i>Application or Registration Date(s)</i>
The Viking Corporation	GRATE NOZZLE (Cl. 11)	2,689,052	2/18/2003
The Viking Corporation	SUREFIRE (Cl. 9)	2,805,575	1/13/2004
The Viking Corporation	TRIMPAC (Cl. 6)	2,952,374	5/17/2005
The Viking Corporation	FREEDOM (Cl. 9)	2,973,651	7/19/2005
The Viking Corporation	VIKING SUPPLY NET + Design (Cl. 35) 	2,141,751	3/10/1998

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“*Agreement*”), dated as of September 24, 2008, is made by The Viking Corporation, a Michigan corporation (the “*Grantor*”), in favor of Bank of America, N.A., as administrative agent (the “*Administrative Agent*”) for the lenders (the “*Lenders*”) party to that certain Credit Agreement (the “*Credit Agreement*”) dated as of September 24, 2008, among Viking Group, Inc., a Michigan corporation (the “*Borrower*”), the Lenders, the Administrative Agent, and the other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Credit Agreement, the Borrower is a party to that certain Security Agreement dated as of September 24, 2008 (as amended, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Administrative Agent, for the ratable benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Administrative Agent a security interest in its Intellectual Property, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Credit Agreement and such Secured Cash Management Agreements and Secured Hedge Agreements, the Grantor agrees, for the benefit of the Administrative Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and to the extent not otherwise included, all proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrower or a Subsidiary of the Borrower for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE VIKING CORPORATION

By: Janice A. Oshinski
Name: Janice A. Oshinski
Title: Treasurer

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A., as Administrative Agent

By: 

Name: Rosanne Parsill

Title: Assistant Vice President

Notice and Confirmation of Grant of Security Interest in Trademarks
Signature Page