

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
Hardigg Industries, Inc.		12/23/2008	CORPORATION: MASSACHUSETTS
Heron Acquisition Corporation		12/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	600 Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3485639	SUPERMAC
Registration Number:	3408095	MOBILE ARMORY
Registration Number:	3332248	TANK MATE
Registration Number:	3283692	HARDIGG TL500I
Registration Number:	3238305	DOUBLE DUTY
Registration Number:	3214095	EASY RACK
Registration Number:	3166968	THE ULTIMATE PROTECTIVE SYSTEM
Registration Number:	3086338	MOBILE MASTER
Registration Number:	3055053	
Registration Number:	3002664	STORM TRAK
Registration Number:	2952209	VORTEX
Registration Number:	2751218	STORM CASE
Registration Number:	2748356	HPX

CH \$765.00 3485639

Registration Number:	2728001	DEFY THE ELEMENTS
Registration Number:	2693139	HARDIGG CASES
Registration Number:	2670087	STORM CASE
Registration Number:	2579500	DIAMOND TACK TRUNK
Registration Number:	2462531	DEERFIELD BAY
Registration Number:	2083614	HARDIGG
Registration Number:	2079013	H
Registration Number:	1401180	SKID-MATE+PLUS
Registration Number:	1140798	SKID-MATE
Serial Number:	77086737	HARDIGG BLACK BOX
Serial Number:	78652259	LOCK 'N LOAD
Serial Number:	77100029	MAC RACK
Serial Number:	77111309	MOBILE IT
Serial Number:	77111256	MOBILE MEDICAL
Serial Number:	77312215	MOBILE OFFICE
Serial Number:	78926743	TACTICOOL
Serial Number:	77262902	VERSAFILL

CORRESPONDENCE DATA

Fax Number: (404)572-5134
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-4600
Email: jhannon@kslaw.com
Correspondent Name: James M. Hannon
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09631.009065
NAME OF SUBMITTER:	James M. Hannon
Signature:	/James M. Hannon/
Date:	12/24/2008

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2008, by HARDIGG INDUSTRIES, INC., a Massachusetts corporation ("Hardigg"), and HERON ACQUISITION CORPORATION, a Delaware corporation ("Hardigg Subsidiary") and together with Hardigg, each a "Grantor" and collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of January 30, 2007, by and among Pelican Products, Inc., a Delaware corporation (the "Borrower"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrower;

WHEREAS, each Grantor is either a newly-formed Domestic Subsidiary of the Borrower or a newly-acquired indirect Domestic Subsidiary of the Borrower, and Section 2.8(c) of the Credit Agreement requires that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, a joinder to that certain Security Agreement, dated as of October 22, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. Grant Of Security Interest In Trademark Collateral. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

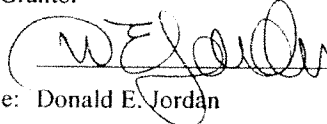
(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

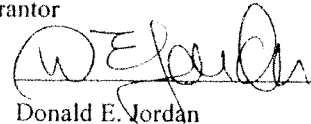
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARDIGG INDUSTRIES, INC.
as a Grantor

By: 
Name: Donald E. Jordan
Title: Executive Vice President

HERON ACQUISITION CORPORATION
as a Grantor

By: 
Name: Donald E. Jordan
Title: Chief Financial Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____

Name: _____

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003909 FRAME: 0006

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HARDIGG INDUSTRIES, INC.
as a Grantor

By: _____
Name: _____
Title: _____

HERON ACQUISITION CORPORATION
as a Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: *Arden Haupt*
Name: *Arden Haupt*
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

U.S. REGISTERED TRADEMARKS

Mark	Applicant	Country	Serial Number	Filing Date	Registration Number	Issue Date
SUPERMAC	Hardigg Industries, Inc.	United States	77/096953	02/01/07	3485639	08/12/08
MOBILE ARMORY (Disclaims "Mobile")	Hardigg Industries, Inc.	United States	77/109538	02/16/07	3408095	04/08/08
TANK MATE (Disclaims "Tank")	Hardigg Industries, Inc.	United States	78/837392	03/15/06	3332248	11/06/07
HARDIGG TL500i	Hardigg Industries, Inc.	United States	78/703180	08/30/05	3283692	08/21/07
DOUBLE DUTY	Hardigg Industries, Inc.	United States	78/685750	08/04/05	3238305	05/01/07
EASY RACK (Disclaims "Rack")	Hardigg Industries, Inc.	United States	78/652198	06/16/05	3214095	02/27/07
THE ULTIMATE PROTECTIVE SYSTEM	Hardigg Industries, Inc.	United States	78/703227	08/30/05	3166968	10/31/06
MOBILE MASTER (Disclaims "Mobile")	Hardigg Industries, Inc.	United States	78/393729	03/31/04	3086338	04/25/06
Miscellaneous Design	Hardigg Industries, Inc.	United States	78/565333	02/11/05	3055053	01/31/06
STORM TRAK	Hardigg Industries, Inc.	United States	78/280128	07/29/03	3002664	09/27/05
VORTEX	Hardigg Industries, Inc.	United States	76/337440	11/13/01	2952209	05/17/05
STORM CASE & Design (Disclaims "Case")	Hardigg Industries, Inc.	United States	76/379530	03/07/02	2751218	08/12/03
HPX	Hardigg Industries, Inc.	United States	76/336752	11/13/01	2748356	08/05/03
DEFY THE ELEMENTS	Hardigg Industries, Inc.	United States	76/337441	11/13/01	2728001	06/17/03
HARDIGG CASES (Disclaims "Cases")	Hardigg Industries, Inc.	United States	76/415168	05/30/02	2693139	03/04/03
STORM CASE (Disclaims "Case")	Hardigg Industries, Inc.	United States	76/260808	05/22/01	2670087	12/31/02
DIAMOND TACK TRUNK (Disclaims "Tack Trunk")	Hardigg Industries, Inc.	United States	75/833396	10/27/99	2579500	06/11/02
DEERFIELD BAY	Hardigg Industries, Inc.	United States	75/718466	06/01/99	2462531	06/19/01
HARDIGG	Hardigg Industries, Inc.	United States	75/119236	06/14/96	2083614	07/29/97
H (Stylized)	Hardigg Industries, Inc.	United States	75/115482	06/07/96	2079013	07/15/07
NOMAD	Hardigg Industries, Inc. and Technomad, Inc.	United States	73/737,649	06/27/88	1,526,657	02/28/89
SKID-MATE+PLUS	Hardigg Industries, Inc.	United States	73/570457	11/20/85	1401180	07/15/86

Mark	Applicant	Country	Serial Number	Filing Date	Registration Number	Issue Date
SKID-MATE	Hardigg Industries, Inc.	United States	73/210021	04/02/79	1140798	10/28/80

U.S. TRADEMARK APPLICATIONS

Mark	Applicant	Country	Serial Number	Filing Date
HARDIGG BLACK BOX & Design (Disclaims "Black Box")	Hardigg Industries, Inc.	United States	77/086737	01/19/07
LOCK 'N LOAD	Hardigg Industries, Inc.	United States	78/652259	06/16/05
MAC RACK (Disclaims "Rack")	Hardigg Industries, Inc.	United States	77/100029	02/06/07
MOBILE IT	Hardigg Industries, Inc.	United States	77/111309	02/20/07
MOBILE MEDICAL	Hardigg Industries, Inc.	United States	77/111256	02/20/07
MOBILE OFFICE	Hardigg Industries, Inc.	United States	77/312215	10/24/07
TACTICOOL	Hardigg Industries, Inc.	United States	78/926743	07/11/06
VERSAFILL	Hardigg Industries, Inc.	United States	77/262902	08/23/07

TRADEMARK LICENSES

None.