

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Acceptance Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wachovia Capital Finance Corporation (Central), as Agent		12/31/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC, as Agent
Street Address:	227 West Trade Street, Suite 1400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	0533477	AMWELD
Registration Number:	1249578	STURDI-DOOR
Registration Number:	1357616	SOUNDSHIELD
Registration Number:	2427454	AMWELD
Registration Number:	2932537	A
Registration Number:	3159520	INDEPENDENCE HARDWARE BY AMWELD
Serial Number:	78897123	LIBERTY

CORRESPONDENCE DATA

Fax Number: (214)969-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (214)969-4864
Email: mmcmullen@jonesday.com
Correspondent Name: Michelle McMullen, Jones Day
Address Line 1: 2727 North Harwood Street

CH \$190.00 0533477

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 223194610003

NAME OF SUBMITTER: Michelle McMullen

Signature: /michelle mcmullen/

Date: 01/06/2009

Total Attachments: 9

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment and Acceptance") dated as of December 31, 2008 is made by and among WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), as Lender under the Loan Agreement defined below (the "Assignor"), WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), in its capacity as agent pursuant to the Loan Agreement acting for and on behalf of the financial institutions that are parties thereto as lenders (in such capacity, "Existing Agent"), ZOHAR II 2005-1, LIMITED (the "Assignee"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC (the "New Agent").

W I T N E S S E T H:

WHEREAS, the Existing Agent, and the financial institutions that are parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into financing arrangements pursuant to which the Existing Agent and Lenders have made loans and advances and provided other financial accommodations to Ark II Manufacturing, LLC, a Delaware limited liability company ("Borrower"), as set forth in the Loan and Security Agreement, dated as of August 15, 2006, by and among Borrower, the Existing Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"; unless otherwise indicated, all capitalized terms used herein shall have the meanings given to such terms in the Loan Agreement), and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, as provided under the Loan Agreement, Assignor committed to making Loans (the "Committed Loans") to Borrower in an aggregate amount not to exceed the Maximum Credit, which as of the date hereof is \$17,000,000 (the "Commitment");

WHEREAS, Assignee has requested that Assignor assign to Assignee all rights and obligations of Assignor under the Loan Agreement in respect of its Commitment (the "Assigned Commitment") on the terms and subject to the conditions set forth herein and Assignee has agreed to accept assignment of such rights and to assume such obligations from Assignor on the terms and subject to the conditions set forth herein; and

WHEREAS, in connection with the foregoing assignment, the Existing Agent has agreed to resign as agent under the Loan Agreement and the other Financing Agreements, and the Assignee wishes to appoint the New Agent as agent under the Loan Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Assignment and Acceptance.

(a) Subject to the terms and conditions of this Assignment and Acceptance, Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty (except as provided in this Assignment and Acceptance) (i) the Commitment and each of the Committed Loans of Assignor and (ii) all related rights, benefits, obligations, liabilities and indemnities of the Assignor and its affiliates under and in connection with the Loan Agreement and the other Financing Agreements, so that after giving effect thereto, the Commitment of Assignee shall be as set forth below and the Pro Rata Share of Assignee shall be one hundred percent (100%).

(b) With effect on and after the Effective Date (as defined in Section 5 hereof), Assignee shall be a party to the Loan Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a Lender under the Loan Agreement, including the requirements concerning confidentiality and the payment of indemnification, with a Commitment in an amount equal to the Assigned Commitment. Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as a Lender. It is the intent of the parties hereto that, as of the Effective Date, the Assignor shall no longer have a Commitment of any amount and Assignor and its affiliates shall relinquish its/their rights and be released from its/their obligations under the Loan Agreement and the other Financing Agreements to the extent such obligations have been assumed by Assignee.

(c) After giving effect to the assignment and assumption set forth herein, on the Effective Date Assignee's Commitment will be an amount equal to the Maximum Credit.

(d) After giving effect to the assignment and assumption set forth herein, on the Effective Date Assignor shall have no Commitment of any amount.

2. Payments.

(a) In consideration for the sale, assignment and transfer contemplated in Section 1 hereof and the resignation of the Existing Agent contemplated in Section 6 hereof, Assignee shall pay to Assignor on the Effective Date in immediately available funds an amount equal to \$2,987,008.97, representing Assignor's Pro Rata Share of, and the Existing Agent's or Assignor's applicable affiliate's (in the case of Cash Management Products, Lender Hedging Agreements and Lender Swap Agreements) rights to amounts constituting, accrued Obligations under the Loan Agreement as of the Effective Date.

(b) All payments due to the Existing Agent or Assignor under this Assignment and Acceptance shall be made by wire transfer to the account of Existing Agent set forth in the signature pages to this Agreement.

3. Post-Effective Date Payments. Assignor agrees that it will hold in trust for Assignee any interest, fees and other amounts that it may receive in respect of the Obligations after the Effective Date and pay to Assignee any such amounts that it may receive promptly upon receipt.

4. Independent Credit Decision. Assignee acknowledges that it has received a copy of the Loan Agreement and the Schedules and Exhibits thereto, together with copies of the most recent financial statements of the Borrower and its Subsidiaries, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Assignment and Acceptance and agrees that it will, independently and without reliance upon Assignor, Existing Agent or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Loan Agreement.

5. Effective Date. The effective date for this Assignment and Acceptance (the "Effective Date") shall be the first date that all of the following conditions precedent have been satisfied:

(a) this Assignment and Acceptance shall have been executed and delivered by Assignor, Assignee, the Existing Agent, the New Agent, and the Borrower; and

(b) Assignee shall have paid to the Existing Agent all amounts payable to the Existing Agent or Assignor under this Assignment and Acceptance (including, without limitation, Section 2 hereof).

6. Agent.

(a) Effective as of the Effective Date, the Existing Agent hereby resigns as agent under the Loan Agreement and the other Financing Agreements, and the Assignor, Assignee, New Agent and Borrower hereby acknowledge and agree that the Existing Agent has no further duties or obligations to the Borrower.

(b) Effective as of the Effective Date, Assignee hereby appoints and authorizes the New Agent in its capacity as Agent to take such action as agent on its behalf to exercise such powers under the Loan Agreement and the other Financing Agreements as are delegated to Agent by Lenders pursuant to the terms of the Loan Agreement and the other Financing Agreements. The New Agent hereby accepts its appointment as Agent, and as of the Effective Date, hereby succeeds to all of the rights, powers and duties of the Existing Agent, and the term "Agent" as used in the Loan Agreement and other Financing Agreements shall mean the New Agent.

(c) Assignee shall assume no duties or obligations held by Assignor in its capacity as Agent under the Loan Agreement.

(d) Assignee and the Borrower hereby waive any prior written notice required under any of the Financing Agreements in connection with the resignation of the Existing Agent and the appointment of the New Agent.

7. Withholding Tax. Assignee (a) represents and warrants to Assignor, Agent and Borrower that under applicable law and treaties no tax will be required to be withheld by Assignee, Agent or Borrower with respect to any payments to be made to Assignee hereunder or under any of the Financing Agreements, (b) agrees to furnish (if it is organized under the laws of any jurisdiction other than the United States or any State thereof) to Agent and Borrower prior

to the time that Agent or Borrower are required to make any payment of principal, interest or fees hereunder, duplicate executed originals of either U.S. Internal Revenue Service Form W-8BEN or W-8ECI, as applicable (wherein Assignee claims entitlement to the benefits of a tax treaty that provides for a complete exemption from U.S. federal income withholding tax on all payments hereunder) and agrees to provide new such forms upon the expiration of any previously delivered form or comparable statements in accordance with applicable U.S. law and regulations and amendments thereto, duly executed and completed by Assignee, and (c) agrees to comply with all applicable U.S. laws and regulations with regard to such withholding tax exemption.

8. Representations and Warranties.

(a) Assignor represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any security interest, lien, encumbrance or other adverse claim, (ii) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance and to fulfill its obligations hereunder, (iii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and performance of this Assignment and Acceptance, and apart from any agreements or undertakings or filings required by the Loan Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance, and (iv) this Assignment and Acceptance has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditor's rights and to general equitable principles.

(b) Assignor and Existing Agent make no representation or warranty and assume no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Agreement or any of the other Financing Agreements or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement or any other instrument or document furnished pursuant thereto. Assignor and Existing Agent make no representation or warranty in connection with, and assume no responsibility with respect to, the solvency, financial condition or statements of Borrower or any of its Affiliates, or the performance or observance by Borrower or any other Person, of any of its respective obligations under the Loan Agreement or any other instrument or document furnished in connection therewith.

(c) Assignee represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance, and to fulfill its obligations hereunder, (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and performance of this Assignment and Acceptance, and apart from any agreements or undertakings

or filings required by the Loan Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; and (iii) this Assignment and Acceptance has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of Assignee, enforceable against Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors rights to general equitable principles.

9. Further Assurances. Assignor and Assignee each hereby agree to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment and Acceptance, including the delivery of any notices or other documents or instruments to Borrower or Agent, which may be required in connection with the assignment and assumption contemplated hereby.

10. Related Agreements. Assignor represents and warrants that as of the date hereof, there exists no Lender Hedging Agreements or Lender Swap Agreements. Effective as of the Effective Date, Assignor and Assignee each agree to take such actions as are reasonably necessary to move all Cash Management Products out of the control of Assignor and its affiliates as soon as practicable.

11. Miscellaneous.

(a) Any amendment or waiver of any provision of this Assignment and Acceptance shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Assignment and Acceptance shall be without prejudice to any rights with respect to any other for further breach thereof.

(b) All payments made hereunder shall be made without any set-off or counterclaim.

(c) Subject to the other terms of this Assignment and Acceptance (including, without limitation, Section 2), Assignor and Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Assignment and Acceptance.

(d) On behalf of itself and each of the "Term Loan Lenders" (as defined in the Patriarch Intercreditor Agreement), the New Agent (in its capacity as "Term Loan Agent" under the Patriarch Intercreditor Agreement) hereby acknowledges and consents to the terms of this Assignment and Acceptance and the transactions contemplated hereby, effective as of the Effective Date.

(e) This Assignment and Acceptance may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(f) THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF

ILLINOIS. Assignor and Assignee each irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in Cook County, Illinois over any suit, action or proceeding arising out of or relating to this Assignment and Acceptance and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Illinois State or Federal court. Each party to this Assignment and Acceptance hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(g) THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT AND ACCEPTANCE, THE LOAN AGREEMENT, ANY OF THE OTHER FINANCING AGREEMENTS OR ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

(h) The notice address for each of the Assignee and the New Agent shall be as set forth opposite such Person's signature below.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

**WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL),
as Assignor**

By [Signature]
Name Wayne
Title Director

**WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL),
as Existing Agent**

By [Signature]
Name Wayne
Title Director

Wire Instructions for Existing Agent:

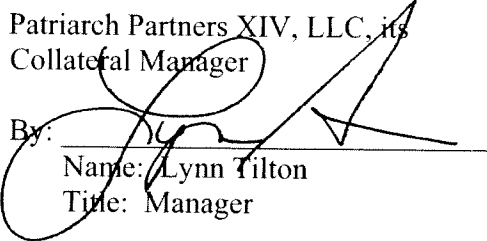
Wachovia Bank N.A.
Charlotte, NC
ABA #053000219
Account #5000000030266
Account Name: Wachovia Capital Finance
Corporation (Central)
Reference: Ark II Manufacturing

Notice Address:

c/o Patriarch Partners XIV, LLC
227 West Trade Street, Suite 1400
Charlotte, North Carolina 28202
Attention: Loan Administration/ARK II
Telephone: (704) 227-1200
Telecopier: (704) 375-0358

ZOHAR II 2005-1, LIMITED

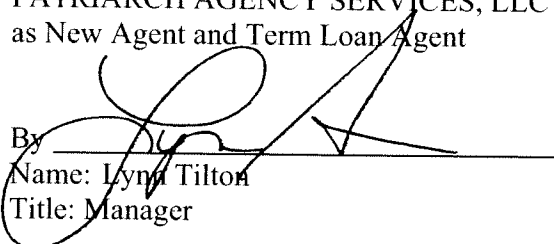
By: Patriarch Partners XIV, LLC, its
Collateral Manager

By: 
Name: Lynn Tilton
Title: Manager

Notice Address:

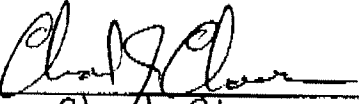
227 West Trade Street, Suite 1400
Charlotte, North Carolina 28202
Attention: Loan Administration/ARK II
Telephone: (704) 227-1200
Telecopier: (704) 375-0358

PATRIARCH AGENCY SERVICES, LLC
as New Agent and Term Loan Agent

By: 
Name: Lynn Tilton
Title: Manager

The Borrower hereby executes this Assignment and Acceptance for purposes of acknowledging the appointment of the New Agent as agent under the Loan Agreement and the other Financing Agreements and waiving any right to prior written notice of the resignation of the Existing Agent

ARK II MANUFACTURING, LLC

By 
Name Chad Clawson
Title CEO