

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BBi Enterprises Group, Inc. | | 02/02/2009 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A., as Administrative Agent | | |
| Street Address: | 135 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | national banking association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77122997 | TRIO-INTEGRATED FLOOR SYSTEMS | |
| Serial Number: | 77122992 | EVOLUTION | |
| Serial Number: | 77123243 | EVOLUTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)863-7865 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 312-201-3865 | | |
| Email: | sharon.patterson@goldbergekohn.com | | |
| Correspondent Name: | Sharon Patterson | | |
| Address Line 1: | c/o Goldberg Kohn, 55 E. Monroe St. | | |
| Address Line 2: | Ste. 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |
| ATTORNEY DOCKET NUMBER: | 2759.157 | | |
| NAME OF SUBMITTER: | Sharon Patterson | | |

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|---|--------------------|
| Signature: | /sharon patterson/ |
| Date: | 02/04/2009 |
| Total Attachments: 4 source=Amendment 1 to IP Mortgage Agreement#page1.tif source=Amendment 1 to IP Mortgage Agreement#page2.tif source=Amendment 1 to IP Mortgage Agreement#page3.tif source=Amendment 1 to IP Mortgage Agreement#page4.tif | |

**AMENDMENT NO. 1 TO
COPYRIGHT, PATENT, TRADEMARK AND LICENSE MORTGAGE**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Copyright, Patent, Trademark and License Mortgage dated as of October 25, 2005, (the "Mortgage") made by BBi ENTERPRISES GROUP, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent ("Administrative Agent") is made as of February 2, 2009.

WHEREAS, the Grantor and Administrative Agent are parties to that certain Amended and Restated Loan and Security Agreement dated as of August 4, 2008, as it may be amended from time to time (the "Loan Agreement"), pursuant to which, among other things, Grantor has granted to the Administrative Agent a security interest in substantially all of Grantor's assets, including, without limitation, all of its "Patents", as such term is defined in the Loan Agreement (herein, the "Patents ") and all of its "Trademarks", as such term is defined in the Loan Agreement (herein, the "Trademarks");

WHEREAS, the Mortgage was duly recorded in the United States Patent and Trademark Office on October 28, 2005 at Reel/Frame: 016700/0058 as to Patents and Reel/Frame: 003183/0765 as to Trademarks;

WHEREAS, since the date of Grantor's execution of the Mortgage, Grantor has acquired interests in certain additional Patents (the "New Patents") and certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 5 of the Mortgage, the parties agree to amend the Mortgage to confirm the inclusion of such New Patents and New Trademarks;

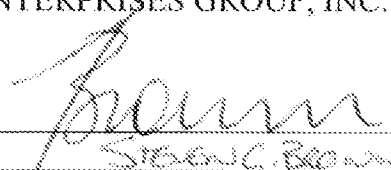
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Mortgage as follows:

1. Exhibits. Exhibit B as referred to in the Mortgage shall be deemed to refer to Exhibit B as amended by the addition of the New Patents scheduled on Schedule A attached hereto, and Exhibit C as referred to in the Mortgage shall be deemed to refer to Exhibit C as amended by the addition of the New Trademarks scheduled on Schedule B attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Mortgage shall remain in full force and effect as executed.

IN WITNESS WHEREOF, Grantor and Administrative Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

BBI ENTERPRISES GROUP, INC.

By: 
Name: STEVEN G. BROWN
Title: PRESIDENT + CEO

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 
Name: MICHAEL FINE
Title: SENIOR VICE PRESIDENT

SCHEDULE A

PATENT REGISTRATIONS

None

PATENT APPLICATIONS

| <u>Title of Patent</u> | <u>Application Number</u> |
|---|----------------------------------|
| Trim assembly for a vehicle | 12/164370 |
| Panel assembly for a passenger compartment of a vehicle | 12/164380 |
| Light weight noise absorption system | 10/588982 |
| Three dimensional continuous contoured pad cutting and laminating process | 11/831226 |
| Light weight noise absorption system | PCT/US2005/004309 |
| Panel assembly for a passenger compartment of a vehicle | PCT/US08/08149 |
| Trim assembly for a vehicle | PCT/US08/08151 |

PATENT LICENSES

None

SCHEDULE B

TRADEMARK REGISTRATIONS

None

TRADEMARK APPLICATIONS

| <u>Title of Trademark</u> | <u>Serial Number</u> |
|----------------------------------|-----------------------------|
| Trio-Integrated Floor Systems | 77-122997 |
| Evolution | 77-122992 |
| Evolution (logo) | 77-123243 |

TRADEMARK LICENSES

None