

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks and Service Marks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cratos Capital Management, LLC, as Agent		03/06/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Financial LLC, as Agent		
Street Address:	400 Park Avenue, Suite 1510		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2639509	POWELL	
Registration Number:	2990068	THE KITCHEN BUTLER	
Registration Number:	2588041	FOR MEMORIES WORTH SAVING.	
Registration Number:	2179543	CHEVAL JEWELRY WARDROBE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518464		
Email:	paula.mazzeo@bingham.com		
Correspondent Name:	Paula A. Mazzeo		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Paula A. Mazzeo		

OP \$115.00 2639509

Signature:	/PAMazzeo/
Date:	03/11/2009
Total Attachments: 5 source=Powell - Assignment of Security Interests in Trademarks#page1.tif source=Powell - Assignment of Security Interests in Trademarks#page2.tif source=Powell - Assignment of Security Interests in Trademarks#page3.tif source=Powell - Assignment of Security Interests in Trademarks#page4.tif source=Powell - Assignment of Security Interests in Trademarks#page5.tif	

**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARKS AND SERVICE MARKS**

WHEREAS, this Assignment of Security Interest in Trademarks and Service Marks ("Trademark Collateral Assignment"), dated as of March 6, 2009, is executed by CRATOS CAPITAL MANAGEMENT, LLC ("Assignor"), as transferor (the "Existing Agent") and CHURCHILL FINANCIAL LLC ("Assignee"), as transferee (the "New Agent"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, respectively.

RECITALS

WHEREAS, L.POWELL COMPANY ("Borrower"), POWELL HOLDING CORP. (the "Parent" and, together with the Borrower, collectively the "Loan Parties"), the Existing Agent and the lenders party thereto from time to time (hereinafter, collectively, the "Lenders") entered into that certain Credit Agreement dated as of February 5, 2007 (as amended and in effect from time to time, the "Credit Agreement");

WHEREAS, pursuant to that certain Resignation and Appointment Agreement, dated as of January 23, 2009 (the "Resignation and Appointment Agreement"), the Existing Agent resigned as Agent, the New Agent was appointed by the Lenders as successor and the New Agent assumed the rights, powers and privileges of the Agent under the Credit Agreement, Security Agreement and other Loan Documents;

WHEREAS, pursuant to the Trademark Collateral Security and Pledge Agreement, dated as of February 5, 2007 ("Trademark Agreement"), the Grantors (as defined therein, the "Grantors") granted to the Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in the certain collateral including certain trademarks registrations, trademark applications and trademark licenses (as further defined in the Credit Agreement) ("Trademark Collateral") as identified on Exhibit A; and

WHEREAS, the Existing Agent desires to assign, and the New Agent desires to assume, the rights, powers, privileges and obligations of the Agent under the Trademark Agreement.

NOW, THEREFORE, the Existing Agent and the New Agent agree as follows:

1. As of the date hereof, the Existing Agent hereby assigns, and the New Agent hereby assumes, the rights, powers, privileges and obligations of the Agent in the Security Agreement.

2. The security interest granted by the Grantors pursuant to the Trademark Agreement includes a lien on and security interest in, the Trademark Collateral, owned as of February 5, 2007, or at any time thereafter acquired by Grantors or in which Grantors have as of February 5, 2007, or at any time thereafter, acquired any right, title or interest.

3. The New Agent may record this Trademark Collateral Assignment on the Trademark Collateral identified on Exhibit A with the United States Patent and Trademark

Office and trademark offices of any countries and/or jurisdictions in which the trademarks are registered or applied for, at the sole expense of the Borrower.

4. Except as expressly amended and supplemented herein or in the Resignation and Appointment Agreement, all of the terms and provisions of the Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

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IN WITNESS WHEREOF, Assignor has executed this Trademark Collateral Assignment
as of the day and year first above written.

ASSIGNOR:

CRATOS CAPITAL MANAGEMENT, LLC,
as Agent

By: Cratos Capital Partners, LLC, its Manager

By: 

Name: Ronald J. Banks

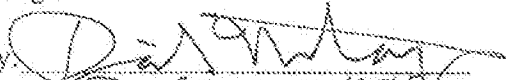
Title: Managing Director

{Signature Page to Assignment of Security Interest in Trademarks}

TRADEMARK
REEL: 003950 FRAME: 0413

ASSIGNEE:

CHURCHILL FINANCIAL LLC,
as Agent

By: 
Name: DAVID MANGABE
Title: VICE PRESIDENT

[Signature Page to Assignment of Security Interest in Trademarks]

TRADEMARK
REEL: 003950 FRAME: 0414

EXHIBIT A

**TRADEMARKS ISSUED BY U.S. PATENT
AND TRADEMARK OFFICE**

MARK	CURRENT OWNER	APPLICATION NO. / DATE	REGISTRATION NO. / DATE	STATUS
POWELL	L. POWELL COMPANY	76372795 02/19/2002	2639509 10/22/2002	REGISTERED
THE KITCHEN BUTLER	L. POWELL COMPANY	76520050 06/06/2003	2990068 08/30/2005	REGISTERED
FOR MEMORIES WORTH SAVING	L. POWELL COMPANY	76240066 04/13/2001	2588041 07/02/2002	REGISTERED
CHEVAL JEWELRY WARDROBE	L. POWELL COMPANY	75242607 02/18/1997	2179543 08/04/1998 Renewed: 08/04/2008	RENEWED