

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRST BANK BUSINESS CAPITAL, INC.		05/22/2009	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2457798	BACKSAVER	
Registration Number:	2286816	BRONZE LINE	
Registration Number:	2457797	ENGINEERED ECONOMY	
Registration Number:	2259217	FLEXTRON	
Registration Number:	2040454	HEXPIN	
Registration Number:	1332898	PEARL	
Registration Number:	2482858	SRT	
Registration Number:	2397218	P	
Registration Number:	3133694	KEYSTONE TOOLS	
Registration Number:	2597944	BLADE ROLLER	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		

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**TRADEMARK
 REEL: 003993 FRAME: 0371**

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.164
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/26/2009

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "**Assignment**") is made as of this 22nd day of May, 2009 between FIRST BANK BUSINESS CAPITAL, INC. (the "**Assignor**"), and MADISON CAPITAL FUNDING LLC, in its capacity as agent for the lenders party to the New Credit Agreement described below (the "**Assignee**").

WITNESSETH

WHEREAS, that certain Credit and Security Agreement (as amended, supplemented, or modified from time to time, the "**Existing Credit Agreement**"), dated as of October 31, 2006, was entered into by and among Pearlman Industries, Inc., a Delaware corporation (the "**Company**") as borrower and Assignor as lender;

WHEREAS, in connection with the Existing Credit Agreement, Company executed a Trademark Security Agreement, dated as of October 31, 2006, in favor of Assignor (as amended, supplemented, or modified from time to time, the "**Trademark Security Agreement**"), which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 3421, Frame 0384;

WHEREAS, pursuant to the Trademark Security Agreement, Company granted Assignor a security interest in all of Company's trademarks and trademark applications;

WHEREAS, Company, Gran Quartz, L.P., Assignor, Assignee and certain other lenders are entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (the "**New Credit Agreement**") pursuant to which, among other actions, the Existing Credit Agreement will be amended and restated in its entirety; and

WHEREAS, as in connection with the execution of the New Credit Agreement, the parties now wish to execute and deliver this Assignment;

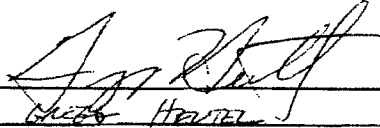
NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts and undertakes from Assignor all of Assignor's right, title and interest in, to and under the Trademark Security Agreement, including without limitation the trademarks identified on Schedule I attached hereto.

2. This Assignment 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.

ASSIGNOR:

FIRST BANK BUSINESS CAPITAL, INC.

By: 
Name: Greg Hruszel
Its: VICE PRESIDENT

ASSIGNEE:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Its: _____

ACKNOWLEDGED AND AGREED
this _____ day of _____, 2009

COMPANY:

PEARLMAN INDUSTRIES, INC.

By: _____
Name: _____
Its: _____


ASSIGNOR:

FIRST BANK BUSINESS CAPITAL, INC.

By: _____
Name: _____
Its: _____

ASSIGNEE:

MADISON CAPITAL FUNDING LLC, as Agent

By:  _____
Name: Kevin Bolsh
Its: Vice President

ACKNOWLEDGED AND AGREED

this 22nd day of May, 2009

COMPANY:

PEARLMAN INDUSTRIES, INC.

By: _____
Name: _____
Its: _____

ASSIGNOR:

FIRST BANK BUSINESS CAPITAL, INC.

By: _____

Name: _____

Its: _____

ASSIGNEE:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____

Name: _____

Its: _____

ACKNOWLEDGED AND AGREED

this 22nd day of May, 2009

COMPANY:

PEARLMAN INDUSTRIES, INC.

By: MS

Name: Michael P. Santoni

Its: Treasurer

SCHEDULE I

Mark	Registration / Application Number	Reg./Filing Date
Backsaver	2,457,798	07/29/98
Bronzeline	2,286,816	03/23/98
Engineered Economy	2,457,797	07/29/98
Flextron	2,259,217	04/02/98
Hexpin	2,040,454	03/25/96
Pearl	1,332,898	07/10/84
SRT	2,482,858	07/29/98
P (Design)	2,397,218	04/16/99
Keystone Tools	3,133,694	05/07/03
Bladeroller	2,597,944	07/23/02