

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
Merchandising Equipment Group, LLC		06/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris, N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1015808	M MEG	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0008		
NAME OF SUBMITTER:	Patricia O'Donoghue		
Signature:	/Patricia O'Donoghue/		

CH \$40.00 1015808

Date:

06/18/2009

Total Attachments: 11

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TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT (“Agreement”) dated as of June 9, 2009, made by Merchandising Equipment Group, LLC, a Delaware limited liability company, having its chief executive office at 502 South Green Street, Cambridge City, Indiana 47327 (“Pledgor”) and Harris N.A., a national banking association (“Harris”), as agent for the “Lenders” (as hereinafter defined) (Harris, in such capacity, “Agent”).

WITNESSETH:

WHEREAS, Pledgor, Hirsh Industries, LLC (“Hirsh LLC”), Hirsh Industries, Inc. (“Hirsh Inc.”), and InstallPro Inc. (“InstallPro”; Pledgor, Hirsh LLC, Hirsh Inc. and InstallPro are sometimes hereinafter collectively referred to as “Borrowers”), the lender signatories thereto (“Lenders”) and Agent have entered into that certain Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the “Loans”) to Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers’ obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by any Borrower to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the “Obligations”), that Pledgor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

1. Defined Terms.

- (a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for its benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service applications listed on Schedule A (such registered trademarks, trademark registrations, registered service marks and service applications being referred to collectively as the "Registered Marks") and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing Registered Marks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Pledgor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in, connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary in, or desirable in, the operation of Pledgor's business.

4. New Trademarks. Pledgor represents and warrants that the Registered Marks and Licenses listed on Schedules A and B, respectively, are all of the registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications and license agreements in connection therewith now owned or held by Pledgor in the United States. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications or license agreements in connection therewith in the United States or (ii) become entitled to the benefit of any registered trademark, trademark registration, trademark application, registered service mark or service mark application in the United States, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Agent prompt written notice thereof. Pledgor hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any such future registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications and license agreements in connection therewith that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks, service mark applications and license agreements in connection with registered trademarks, trademark applications, registered service marks, and service mark applications which are Registered Marks or Licenses under Section 2 or this Section 4.

5. Royalties. Pledgor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Pledgor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Commitment Termination Date.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, at any reasonable time and from time to time to inspect Pledgor's premises and to examine Pledgor's books, records and operations relating to the Trademarks, including, without limitation, Pledgor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Pledgor's ordinary business operations. Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, which consent will not be unreasonably withheld or delayed.

8. Duties of Pledgor. Pledgor shall have the duty to the extent desirable in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Registered Marks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in

the trademark applications, service mark applications and trademark and service mark registrations that are part of the Registered Marks. Any expenses incurred in connection with the foregoing shall be borne by Pledgor. Pledgor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to Pledgor's knowledge, shall be necessary or useful in the normal operation of the Pledgor's business. Pledgor agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all appropriate applications and other proceedings. Neither Agent nor any Lender shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of Pledgor and added to the Obligations secured hereby.

9. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Agent shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Pledgor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement. Pledgor shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, then upon written notice to Pledgor, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Pledgor and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Pledgor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses in connection with the conduct of Pledgor's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then

such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 2 and 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Pledgor hereby irrevocably appoints Agent as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise to carry out the acts described below. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default and the giving by Agent of written notice to Pledgor of Agent's intention to enforce its rights and claims against Pledgor, Pledgor hereby authorizes Agent to, in its sole discretion (i) endorse Pledgor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Pledgor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon Pledgor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and its and their nominees, successors and assigns. Pledgor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Pledgor; provided, however that Pledgor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Pledgor. Agent and Pledgor shall cooperate to effect all such recordals hereunder.


(Signature Page Follows)

(Signature Page to Trademark and License Security Agreement)

Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MERCHANDISING EQUIPMENT GROUP,
LLC

By: 
Name: Wayne Stewart
Title: Vice Chair

(Signature Page to Trademark and License Security Agreement)

Iowa
STATE OF ILLINOIS)
POLK) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 9th day of June, 2009, by G. Wayne Stewart personally known to me to be the vice chairman of Merchandising Equipment Group, LLC, a Delaware limited liability company, on behalf of such corporation.

(SEAL)



Sandra McVey
Notary Public

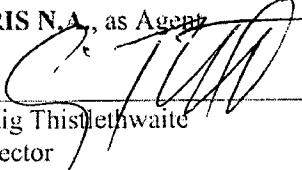
My commission expires: 4/24/11

Signature Page to Trademark and License Security Agreement

Accepted and agreed to as of this 9th day of
June, 2009.

HARRIS N.A., as Agent

By: _____


Craig Thistlethwaite
Director

SCHEDULE A

Trademark and License Security Agreement

Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
M MEG and design	Merchandising Equipment Group, LLC	US	1015808	15-Jul-75

SCHEDULE B

Trademark and License Security Agreement

LICENSES

None.