

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
All Points Industries, Inc.		08/07/2009	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	GE Business Financial Services, Inc.		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3354288	HARDWARE NOW	
CORRESPONDENCE DATA			
Fax Number:	(312)577-8816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-293		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		
Date:	08/07/2009		

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Total Attachments: 5

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**Assignment of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, ALL POINTS INDUSTRIES, INC., a Florida corporation (the "Assignor"), having its chief executive office at 10590 Hamilton Avenue, Cincinnati, OH 45231, hereby grants to GE BUSINESS FINANCIAL SERVICES INC., as Collateral Agent, (the "Assignee"), with offices at 500 West Monroe Street, Chicago, Illinois 60661, a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

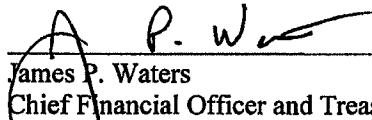
- a) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- b) each Patent License, including each Patent License listed on Schedule A hereto;
- c) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;
- d) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- e) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement among the Assignor (pursuant to that certain Joinder dated as of December 28, 2007), the Assignee and certain other parties dated as of March 31, 2004, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 7th day of August, 2009.

ALL POINTS INDUSTRIES, INC., a Florida corporation, as Assignor

By: 
Name: James P. Waters
Title: Chief Financial Officer and Treasurer

GE BUSINESS FINANCIAL SERVICES INC., as Collateral Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 7th day of August, 2009.

ALL POINTS INDUSTRIES, INC., a Florida corporation, as Assignor

By: _____
Name: _____
Title: _____

GE BUSINESS FINANCIAL SERVICES INC., as Collateral Agent

By: *Kristine M. Jurczyk*
Name: Kristine M. Jurczyk
Its: Duly Authorized Signatory

Schedule A to Patent and Trademark Assignment

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Date</u>	<u>Issue Title</u>	<u>Inventor</u>	<u>Country</u>	<u>Patent Holder</u>
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PATENT LICENSES

<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number(s)</u>	<u>Date</u>
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Schedule A to Patent and Trademark Assignment

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Issue Date</u>	<u>Mark</u>
3354288	USA	12/11/07	HARDWARE NOW

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
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TRADEMARK LICENSES

<u>Grantor</u>	<u>Serial or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
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