

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
Workrite Ergonomics, Inc.		09/03/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation, as collateral agent		
Street Address:	505 5th Avenue		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2050710	WORKRITE ERGONOMICS	
Registration Number:	2450154	ELECTRALIFT	
Registration Number:	2320857	BANANA-BOARD	
Registration Number:	2335469	I	
Registration Number:	2478105	PINNACLEARM	
Registration Number:	2790490	IDEA @ WORK	
Registration Number:	2806279	IDEA@WORK	
Serial Number:	76691420	WORKRITE ERGONOMICS	
Serial Number:	76691421	IDEA AT WORK	
Serial Number:	76691419	GOTRAX	
Serial Number:	78879740	STEADYARM	
CORRESPONDENCE DATA			

CH \$290.00 2050710

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	27804.00.0061
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	09/10/2009

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 3, 2009, by WORKRITE ERGONOMICS, INC., a Delaware corporation (the “**Grantor**”), in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation, with an address of 505 5th Avenue, 5th Floor, New York, NY 10017, Attention: Legal Counsel, as collateral agent for the Secured Parties (as defined in the Pledge and Security Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Credit and Guaranty Agreement, dated as of July 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Knap & Vogt Manufacturing Company (as successor to Slideco, Inc.) (“**Company**”), K&V GR Holdings, Inc. (“**Holdings**”), certain subsidiaries of Company and Holdings, as Guarantors, the Lenders party thereto from time to time, CIT Capital Securities, LLC, as Sole Arranger and Sole Bookrunner, CIT Lending Services Corporation, as Administrative Agent and Collateral Agent, Jefferies Finance LLC, as Syndication Agent and Wells Fargo Bank, N.A. and LaSalle Bank Midwest, NA, each as Documentation Agent; and

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of July 28, 2006, by and among Knap & Vogt Manufacturing Company, K&V GR Holdings, Inc. and CIT Lending Services Corporation, as Collateral Agent (the “**Pledge and Security Agreement**”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Grantor hereby agrees as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

The Grantor, as collateral security for the prompt and complete payment and performance in full when due, whether at stated maturity, by required payment, declaration, acceleration, demand or otherwise, of all Secured Obligations, hereby grants to the Collateral Agent a security interest in and continuing lien on all of its right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which such Grantor is a party, including, without limitation, those referred to on Schedule I hereto (the “**Trademark Collateral**”).

Section 3. Security Agreement.

The security interest granted in this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WORKRITE ERGONOMICS, INC.,
a Delaware corporation

By: 

Peter J. Martin
President & CEO

CHICAGO/#1945824

TRADEMARK
REEL: 004059 FRAME: 0114

(Signature Page to Trademark Security Agreement)


ACKNOWLEDGEMENT OF GRANTOR

STATE OF MI

ss.

COUNTY OF Kent

On this 3rd day of September, 2009, before me personally appeared Peter J. Martin, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of WorkRite Ergonomics, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

LINDA JO CARRON
Notary Public, State of Michigan
County of Kent
My Commission Expires: 10/01/2013


CHICAGO#1945824

TRADEMARK
REEL: 004059 FRAME: 0115

(Signature Page to Trademark Security Agreement)

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES
CORPORATION,
as Collateral Agent

By: 
Name: _____
Title: Barbara F. Perich
 Vice President

SCHEDULE 1

U.S. TRADEMARKS

Trademark Name	Serial No.	Filing Date	Reg. No.	Reg. Date
	75/081,916	04/01/1996	2,050,710	04/08/1997
ELECTRALIFT	75/191,158	10/08/1999	2,450,154	05/08/2001
BANANA-BOARD	75/574,186	10/20/1998	2,320,857	02/22/2000
	75/660,067	03/15/1999	2,335,469	03/28/2000
PINNACLEARM	76/123,426	09/06/2007	2,478,105	08/14/2001
	76/426,380	07/01/2002	2,790,490	12/09/2003
IDEA@WORK	76/426,381	07/01/2002	2,806,279	01/20/2004
WORKRITE ERGONOMICS	76/691,420	07/18/2008		
IDEA AT WORK	76/691,421	07/18/2008		
GOTRAX	76/691/419	07/18/2008		
STEADY ARM	78/879,740	05/09/2006	3,360,771	12/25/2007