

**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
Knape & Vogt Manufacturing Company		09/03/2009	CORPORATION: MICHIGAN

**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: 30**

Property Type	Number	Word Mark
Registration Number:	0672702	KV
Registration Number:	1278661	KV
Registration Number:	1450352	TRU-TRAC
Registration Number:	2651216	KEYNETIX
Registration Number:	2717488	FINS & BINS
Registration Number:	2740612	MANTIS
Registration Number:	2702519	REWARDS@WORK
Registration Number:	2793258	WINE WALL
Registration Number:	2806633	CAPTOR
Registration Number:	2810527	HOPPER
Registration Number:	2873319	
Registration Number:	2883935	SHELF-MADE
Registration Number:	2883936	SHELF-MADE

CH \$765.00 0672702

**900142872**

**TRADEMARK  
 REEL: 004059 FRAME: 0155**

Registration Number:	2894180	4X4 POCKET DOOR
Registration Number:	2898173	ROAMEO
Registration Number:	2907319	PROLIFTIX
Registration Number:	2918365	REAL SOLUTIONS FOR REAL LIFE
Registration Number:	2942939	KV
Registration Number:	2950700	PRECISION BUILT
Registration Number:	2960845	WORK@EASE SMALL & HOME OFFICE WORKTOOLS
Registration Number:	2978786	PRECISION BUILT
Registration Number:	3020517	PIR-O-ET
Registration Number:	3026898	KNAPE & VOGT
Registration Number:	3030075	PROXI
Registration Number:	3031878	POLARIS ARM
Registration Number:	3062693	KV KNAPE & VOGT
Registration Number:	3191016	VIRTÚ
Serial Number:	77289657	KV KNAPE & VOGT
Serial Number:	77494942	TRU-TRAC
Serial Number:	77188344	REAL SOLUTIONS FOR REAL LIFE

**CORRESPONDENCE DATA**

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: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement (“**Agreement**”) dated as of September 3, 2009, by KNAPE & VOGT MANUFACTURING COMPANY, a Michigan corporation (the “**Grantor**”), in favor of CIT LENDING SERVICES CORPORATION, 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 by that certain First Amendment and Waiver to Credit and Guaranty Agreement dated as of July 2, 2007, that certain Second Amendment and Waiver to Credit and Guaranty Agreement dated as of October 29, 2007, that certain Third Amendment and Waiver to Credit and Guaranty Agreement dated as of June 2, 2008, and that certain Fourth Amendment and Waiver to Credit and Guaranty Agreement (“**Fourth Amendment**”) dated as of the date hereof (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Grantor, 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 Grantor, K&V GR Holdings, Inc., WorkRite Ergonomics, Inc., and CIT Lending Services Corporation, as Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) pursuant to which the Grantor was required to execute and deliver that certain Trademark Security Agreement dated as of July 28, 2006 (“**Prior Agreement**”); and

WHEREAS, in connection with the Fourth Amendment, both the Grantor and the Collateral Agent now desire to amend and restate the Prior Agreement in its entirety with this 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.

**Section 4.** This Agreement amends and restates in its entirety the Prior Agreement.

*(Signature Pages Follow)*

*(Signature Page to Amended and Restated Trademark Security Agreement)*

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

GRANTOR:

KNAPE & VOGT MANUFACTURING  
COMPANY

By: 

Peter J. Martin  
President & CEO

CHICAGO/#1970768

TRADEMARK  
REEL: 004059 FRAME: 0160


ACKNOWLEDGEMENT OF GRANTOR

STATE OF MI

ss.

COUNTY OF Kent

On this 3<sup>rd</sup> 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 Knape & Vogt Manufacturing Company, 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 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

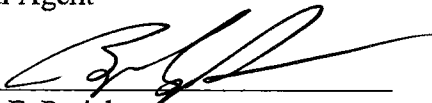
CHICAGO#1970768

TRADEMARK  
REEL: 004059 FRAME: 0161

*(Signature Page to Amended and Restated Trademark Security Agreement)*

ACCEPTED AND AGREED  
as of the date first above written:

**CIT LENDING SERVICES  
CORPORATION,**  
as Collateral Agent


By:   
Barbara F. Perich  
Vice President









**Schedule I**

**To Trademark Security Agreement**

**U.S. TRADEMARKS**

<b>TRADEMARK NAME</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
TITE-JOINT FASTNER	71/696,133	06/24/1995	632,510	08/15/2005
KV	72/050,234	04/23/1958	672,702	01/20/1959
	73/419,057	03/25/1983	1,278,661	05/22/1984
<b>Tru-Trac</b>	73,634,230	12/08/1986	1,450,352	08/04/1987
SHELF ANCHOR	73/601,945	06/02/1986	1,470,244	12/22/1987
KEYNETIX	76/159,073	11/06/2000	2,651,216	11/10/2002
FINS & BINS	76/441,081	08/16/2002	2,717,488	05/20/2003
MANTIS	78/170,141	10/02/2002	2,740,612	07/22/2003
REWARDS@WORK	76/426,379	07/01/2002	2,702,519	04/01/2003
WINE WALL	76/426,378	07/01/2002	2,793,258	12/09/2003
CAPTOR	78/170,285	10/02/2002	2,806,633	01/20/2004
HOPPER	78/170,170	10/02/2002	2,810,527	02/03/2004
	76/441,083	08/16/2002	2,873,319	08/17/2004
<u>SHELF-MADE</u>	76/546,436	09/23/2003	2,883,935	09/14/2004
SHELF-MADE	76/546,437	09/23/2003	2,883,936	09/14/2004
4X4 POCKET DOOR	76/420,524	06/13/2002	2,894,180	10/19/2004
ROAMEO	78/210,582	02/04/2003	2,898,173	10/26/2004
PROLIFTIX	78/239,984	04/21/2003	2,907,319	11/30/2004
REAL SOLUTIONS FOR REAL LIFE	76/441,082	08/16/2002	2,918,365	01/18/2005
	78/200,222	01/06/2003	2,942,939	04/19/2005

TRADEMARK NAME	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
PRECISION BUILT	78/229,659	03/25/2003	2,950,700	05/10/2005
	78/218,726	02/25/2003	2,960,845	06/07/2005
	78/246,572	05/07/2003	2,978,786	07/26/2005
PIR-O-ET	78/491,401	09/29/2004	3,020,517	11/29/2005
KNAPE & VOGT	78/397,121	04/06/2004	3,026,898	12/13/2005
PROXI	78/229,667	03/25/2003	3,030,075	12/13/2005
POLARIS ARM	78/495,278	10/06/2004	3,031,878	12/20/2005
	78/494,538	10/05/2004	3,062,693	02/28/2006
VIRTÚ	78/495,164	10/06/2004	3,191,016	01/02/2007
	77/289,657	09/26/2007		
	77/494,942	06/13/2008	3,567,097	01/27/2009
	77/188,344	05/23/2007	3,623,563	05/19/2009

(red indicates abandoned trademarks)