

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
Lange-Stegmann Co.		11/23/2009	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	231 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1863378	LANGE	
Registration Number:	1859364	LS LANGE-STEGMANN QUALITY SERVICE INTEGRITY SINCE 1926	
Registration Number:	1862164	LANGE	
Registration Number:	1862163	LANGE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7865		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson		
Address Line 1:	c/o Goldberg Kohn, 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6617.010		

OP \$115.00 1863378

900149205

**TRADEMARK
 REEL: 004108 FRAME: 0339**

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	12/04/2009
Total Attachments: 5 source=Lange tm#page1.tif source=Lange tm#page2.tif source=Lange tm#page3.tif source=Lange tm#page4.tif source=Lange tm#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 23rd day of November, 2009, by LANGE-STEGMANN CO., a Missouri corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent on behalf of Lenders described below ("Agent").

WITNESSETH

WHEREAS, Grantor, the other borrowers party thereto (collectively with Grantor, "Borrowers"), Agent and the lenders from time to time party thereto (collectively, "Lenders") have entered into that certain Amended and Restated Credit Agreement dated as of January 26, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Amended and Restated Security Agreement dated as of January 26, 2009 between Borrowers and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement).

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(a) all of Grantor's trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications (collectively, "Trademarks"), including those referred to on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Miscellaneous. **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Agent, Lender or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LANGE-STEGMANN CO.

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LANGE-STEGMANN CO.

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

BANK OF AMERICA, N.A., as Agent

By: Val. C Mills
Name: VALERIE C MILLS
Title: SVP

SCHEDULE 1

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
Lange-Stegmann Co.	Lange	Registered	1863378	11/15/94
Lange-Stegmann Co.	LS Lange- Stegmann Quality Service Since Integrity Since 1926	Registered	1859364	10/25/94
Lange-Stegmann Co.	Lange	Registered	1862164	11/15/94
Lange-Stegmann Co.	Lange	Registered	1862163	11/15/94