

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
SPG INTERNATIONAL LLC		09/07/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	2 North Lake Avenue, Suite 440
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	0824438	AIRECTOR
Registration Number:	1196109	AMCO
Registration Number:	1994374	AMCO
Registration Number:	1662507	AMCO II
Registration Number:	1024667	AMCOAT
Registration Number:	1434777	AMTRAX
Registration Number:	2695580	BUTTON-ON
Registration Number:	2704456	COILGARD
Registration Number:	2728910	CONTAINMOBILE
Registration Number:	2697765	CUPL-UP
Registration Number:	1749140	ESSENTIALS BY AMCO
Registration Number:	2894181	E-Z GLIDE
Registration Number:	2728888	FLATPAK
Registration Number:	2695590	FRAME-UP

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**TRADEMARK
 REEL: 004274 FRAME: 0498**

Registration Number:	3664078	FREEDOM IN EFFICIENCY
Registration Number:	2754079	FREESTYLE
Registration Number:	1670285	GOLD BOND
Registration Number:	3176035	GREY BOND
Registration Number:	2695585	HI-DRUM
Registration Number:	2700191	HI-FRAME
Registration Number:	2344472	HODGES
Registration Number:	2280945	ISS
Registration Number:	2236660	I S S SHELVING
Registration Number:	2864783	JARKE
Registration Number:	2804781	
Registration Number:	2734326	LEVELIFT
Registration Number:	2690831	MINI-MODULE
Registration Number:	2695591	MINITREE
Registration Number:	1883621	MOD A FLEX
Registration Number:	1497766	PLASTEEL
Registration Number:	2191552	PLASTIC PLUS
Registration Number:	1225623	POLYGARD
Registration Number:	2711218	QUIKTIER
Registration Number:	1189106	QUIKTREE
Registration Number:	1924641	SHELVING BY THE INCH
Registration Number:	3256846	SMART SHELF
Registration Number:	3532476	STACK RAIL
Registration Number:	0988395	STACKMASTER
Registration Number:	2818053	STEEL SENTRY
Registration Number:	2731564	STEELTREE
Registration Number:	1198769	TAKE 10
Registration Number:	2695581	TRI-DRUM
Registration Number:	2248224	ULTRA DENSITY
Registration Number:	3195607	UNIVERSAL
Registration Number:	2719024	UTILITIER
Registration Number:	2420117	X-CHANGE
Registration Number:	2266185	RESPACE

CORRESPONDENCE DATA

TRADEMARK
REEL: 004274 FRAME: 0499

Fax Number: (213)680-6499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-680-6764
Email: kimberli.walker@bingham.com
Correspondent Name: Kim Walker
Address Line 1: 355 South Grand Avenue, Suite 4400
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0000351196
NAME OF SUBMITTER:	Kimberli Walker
Signature:	/Kim Walker/
Date:	09/08/2010

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 7th day of September, 2010, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan A, Term Loan B and Security Agreement dated as of September 7, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among SPG International LLC, a Delaware limited liability company ("Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the

Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit

Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTOR:

SPG INTERNATIONAL LLC,
a Delaware limited liability company

By: 
Name: Steven E. Darnell
Title: President and Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each 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.

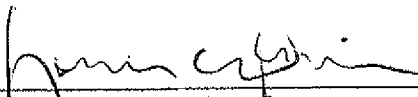
GRANTOR:

SPG INTERNATIONAL LLC,
a Delaware limited liability company

By: _____
Name: Steven E. Darnell
Title: President and Chief Executive Officer

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: LAWRENCE WEINSTEIN
Title: VICE PRESIDENT


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Ctry.	Filing Date	Filing No.	Registration Date	Registration No.	Registered Owner
AIRECTOR	US	04-21-1966	72/243,991	02-21-1967	824,438	SPG International LLC
AMCO	CA	11-02-1979	0446239	06-20-1980	TMA246805	SPG International LLC
AMCO	US	10-31-1979	73/237,355	05-25-1982	1,196,109	SPG International LLC
AMCO	US	08-20-2006	74/515,647	08-20-1996	1,994,374	SPG International LLC
AMCO II	US	12-21-1990	74/126,384	10-29-1991	1,662,507	SPG International LLC
AMCOAT	US	10-31-1973	73/005,083	11-11-1975	1,024,667	SPG International LLC
AMTRAX	US	08-29-1986	73/617,296	03-31-1987	1,434,777	SPG International LLC
BUTTON-ON	US	06-11-2002	76/419,270	03-11-2003	2,695,580	SPG International LLC
COILGARD	US	06-20-2002	76,423,428	04-08-2003	2,704,456	SPG International LLC
CONTAINMOBILE	US	06-24-2002	76/424,493	06-24-2002	2,728,910	SPG International LLC
CUPL-UP	US	06-11-2002	76/420,432	03-18-2003	2,697,765	SPG International LLC
ESSENTIALS BY AMCO	US	07-16-1991	74/185,626	01-26-1993	1,749,140	SPG International LLC
E-Z GLIDE	US	06-12-2002	76/420,711	10-19-2004	2,894,181	SPG International LLC
FLATPAK	US	06-11-2002	76/419,524	06-24-2003	2,728,888	SPG International LLC
FRAME-UP	US	06-12-2002	76/419,766	03-11-2003	2,695,590	SPG International LLC

TRADEMARK

REEL: 004274 FRAME: 0506

FREEDOM IN EFFICIENCY	US	02-16-2006	77/109,789	08-04-2009	3,664,078	SPG International LLC
FREESTYLE	US	12-18-2001	76/349,741	08-19-2003	2,754,079	SPG International LLC
GOLD BOND	US	04-23-1991	74/160,418	12-31-1991	1,670,285	SPG International LLC
GREY BOND	US	09-15-2004	78/483,829	11-28-2006	3,176,035	SPG International LLC
HI-DRUM	US	06-11-2002	76/419,522	03-11-2003	2,695,585	SPG International LLC
HI-FRAME	US	06-24-2002	76/424,610	03-25-2003	2,700,191	SPG International LLC
HODGES	US	03-24-1998	75/456,217	03-25-2000	2,344,472	SPG International LLC
ISS	US	04-15-1998	75/468,534	09-28-1999	2,280,945	SPG International LLC
I S S SHELVING AND DESIGN	US	12-30-1997	75/413,448	04-06-1999	2,236,660	SPG International LLC
						
JARKE	US	08-27-2002	78/158,258	07-20-2004	2,864,783	SPG International LLC
KANGAROO AND DESIGN	Us	08-27-2002	78/158,300	01-13-2004	2,804,781	SPG International LLC
LEVELIFT	US	06-20-2002	76/423,426	07-08-2003	2,734,326	SPG International LLC
MINI-MODULE	US	06-11-2002	76/419,523	02-25-2003	2,690,831	SPG International LLC
MINITREE	US	06-12-2002	76/419,769	03-11-2003	2,695,591	SPG International LLC

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MOD A FLEX	US	03-14-1994	74/500,299	03-14-1995	1,883,621	SPG International LLC
PLASTEEL	US	10-19-1987	73/690,680	07-26-1988	1,497,766	SPG International LLC
PLASTIC PLUS	US	05-12-1997	75/189,763	09-22-1998	2,191,552	SPG International LLC
POLYGARD	US	12-13-1979	73/242,743	02-01-1983	1,225,623	SPG International LLC
QUIKTIER	US	06-20-2002	76/423,429	04-29-2003	2,711,218	SPG International LLC
QUIKTREE	US	10-06-1980	73/280,446	02-09-1982	1,189,106	SPG International LLC
SHELVING BY THE INCH	US	11-18-1993	74/459,522	10-03-1995	1,924,641	SPG International LLC
SMART SHELF	US	05-21-2003	78/252,676	06-26-2007	3,256,846	SPG International LLC
STACK RAIL	US	09-07-2005	78/708,016	11-11-2008	3,532,476	SPG International LLC
STACKMASTER AND DESIGN	US	04-11-1973	72/454,206	07-16-1974	988,395	SPG International LLC
STACKMASTER						
STEEL SENTRY	US	02-19-2002	76/372,454	02-24-2004	2,818,053	SPG International LLC
STEELTREE	US	04-02-2002	76/389,785	07-01-2003	2,731,564	SPG International LLC
TAKE 10	US	03-09-1981	73/300,194	06-22-1982	1,198,769	SPG International LLC
TRIDUM	US	06-11-2002	76/419,272	03-11-2003	2,695,581	SPG International LLC
ULTRA DENSITY	US	07-18-1997	75/326,935	05-25-1999	2,248,224	SPG International LLC
UNIVERSAL	US	12-18-2003	78/343,085	01-09-2007	3,195,607	SPG International LLC
UTILITIER	US	06-12-2002	76/420,710	05-27-2003	2,719,024	SPG International LLC
X-CHANGE	US	07-22-1999	75,759,215	01-09-2001	2,420,117	SPG International LLC

Common Law Mark

Sellers failed to renew the registered trademark "Respace" (Reg. No. 2,266,185) when due. Sellers have assigned to SPG International LLC whatever common law right, title and interest they may have in and to that trademark and the goodwill of the business symbolized by such trademark pursuant to an Assignment of Trademark dated September 3, 2010.

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TRADEMARK