

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
Fire King International, LLC		09/29/2010	LIMITED LIABILITY COMPANY: INDIANA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	222 S. Riverside Plaza
Internal Address:	30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	banking corporation: OHIO

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85002717	NKL RDCHECKTRACK
Registration Number:	0406424	MEILINK
Registration Number:	0623477	FIRE KING
Registration Number:	0633178	HERCULES
Registration Number:	0700111	BOLT-O-MATIC DOR-GARD
Registration Number:	1173902	FIRE KING
Registration Number:	1301215	DURAVULT
Registration Number:	1527772	GIBRALTAR
Registration Number:	1601883	TURTLE
Registration Number:	1927973	SHERLOCK
Registration Number:	2388560	FIRE KING MEDIAVULT
Registration Number:	2801790	FIREKING
Registration Number:	2833666	FIREKING

CH \$415.00 85002717

900172727

**TRADEMARK
 REEL: 004286 FRAME: 0967**

Registration Number:	2909446	FIREKING 25
Registration Number:	3716405	DRYFILES
Registration Number:	3832763	HEMI

CORRESPONDENCE DATA

Fax Number: (414)978-8675
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 414 277 5675
Email: marta.levine@quarles.com
Correspondent Name: Marta S. Levine
Address Line 1: Quarles & Brady LLP
Address Line 2: 411 East Wisconsin Avenue
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	630027.00297
NAME OF SUBMITTER:	Marta S. Levine
Signature:	/MartaLevine/
Date:	09/30/2010

Total Attachments: 5
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source=SecurityAgreement_FireKingInternationalLLC#page2.tif
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source=SecurityAgreement_FireKingInternationalLLC#page5.tif

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of September 29, 2010, by and from FIRE KING INTERNATIONAL, LLC (the "Assignor"), an Indiana limited liability company, whose principal address is c/o Pfingsten Partners, L.L.C., 300 N. LaSalle Street, Suite 5400, Chicago, IL 60654, to and in favor of FIFTH THIRD BANK, whose principal address is 222 S. Riverside Plaza, 30th Floor, Chicago, Illinois 60606, as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Loan Agreement dated as of the date hereof by and among Fire King International, Inc., an Indiana corporation, FKI Security Group, LLC, a Delaware limited liability company, Fire King International, LLC, an Indiana limited liability company, Fire King Security Products, LLC, an Indiana limited liability company, Image Vault, LLC, an Indiana limited liability company, and Fire King Commercial Services, LLC, an Indiana limited liability company (each a "Borrower" and, collectively, the "Borrowers"), Assignee, as administrative agent and co-lead arranger, M&I Marshall & Ilsley Bank, as documentation agent and co-lead arranger, and the Lenders, as such Loan Agreement may be amended or amended and restated or refinanced from time to time.

WHEREAS, the Borrowers (including Assignor) and FK Acquisition, Inc., as debtors, and Assignee, as secured party, have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in substantially all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement). Upon the

payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders 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 Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory
Assignment effective as of the above-indicated date.

FIRE KING INTERNATIONAL, LLC

By: Philip Bradney
Name: PHILIP BRADNEY
Title: CEO & PRESIDENT

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents, Trademarks and Copyrights - Fire King International, LLC

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A - SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Intellectual Property

U.S. TRADEMARK REGISTRATIONS

AND APPLICATIONS

<u>Trademark</u>	<u>Owner of Record</u>	<u>Regist./Serial Number</u>	<u>Regist./Application Date</u>
NKL RDCHECKTRACK	Fire King International LLC	85/002717	03/31/2010
Meilink (Stylized)	Fire King International LLC	406424	April 4 1944
Fire King (Stylized)	Fire King International LLC	623477	Mar. 20 1956
Hercules	Fire King International LLC	633178	Aug. 21 1956
Bolt-O-Matic Dor-Gard	Fire King International LLC	700111	June 28 1960
Fire King	Fire King International LLC	1173902	10/20/1981
Duravault	Fire King International LLC	1301215	Oct. 23 1984
Gibraltar	Fire King International LLC	1527772	Mar. 7 1989
Turtle	Fire King International LLC	1601883	June 19 1990
Sherlock (Stylized)	Fire King International LLC	1927973	Oct. 17 1995
Fire King Mediavault	Fire King International LLC	2388560	Sept. 19 2000
Fire King (Design)	Fire King International LLC	2801790	Jan. 6 2004
Fireking	Fire King International LLC	2833666	April 20 2004
Fireking 25	Fire King International LLC	2909446	Dec. 14, 2004
DRYFiles	Fire King International LLC	3716405	Nov. 24, 2009
HEMI	Fire King International LLC	3832763	08/10/2010

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
5588318	Fire King International LLC	Door Lock	Dec. 31 1996
5634701	Fire King International LLC	Multi-Drawer Cabinet Having a Drawer Lock- Out Mechanism	June 3 1997

**U.S. PATENTS
AND PATENT
APPLICATIONS**

<u>Patent/ Application No.</u>	<u>Patent Owner</u>	<u>Title of Patent</u>	<u>Issue Date</u>
5772294	Fire King International LLC	Multi-Drawer Cabinet	June 30 1998
6686003	Fire King International LLC	High Performance Fire Protection Containers	Feb. 3 2004
