

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
John Sterling Corporation		12/19/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	CIT Lending Services Corporation		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1012068	STERLING HARDWARE	
Registration Number:	0587860	STERLING HARDWARE	
Registration Number:	2444214	FAST-MOUNT	
Registration Number:	2537209	TAP-MOUNT	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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-D. MANGAN		
NAME OF SUBMITTER:	Patricia O'Donoghue		

CH \$115.00 1012068

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TRADEMARK

Signature:	/Patricia O'Donoghue/
Date:	12/22/2010
Total Attachments: 6 source=John Sterling TM Security Agreement#page1.tif source=John Sterling TM Security Agreement#page2.tif source=John Sterling TM Security Agreement#page3.tif source=John Sterling TM Security Agreement#page4.tif source=John Sterling TM Security Agreement#page5.tif source=John Sterling TM Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 19, 2010, by JOHN STERLING CORPORATION, an Illinois corporation (the “Grantor”), in favor of CIT LENDING SERVICES CORPORATION, a Delaware corporation, with an address of 11 West 42nd Street, New York, NY 10036, 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, as a guarantor, 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 dated as of September 3, 2009 (as so amended and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Knappe & 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 Knappe & 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.

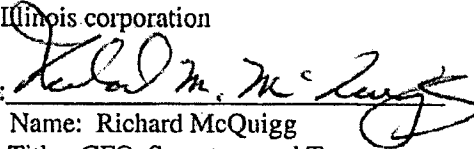
(Signature Pages Follow)

(Signature Page to Trademark Security Agreement-Sterling)

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.

JOHN STERLING CORPORATION,
an Illinois corporation

By:


Name: Richard McQuigg
Title: CFO, Secretary and Treasurer

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(Signature Page to Trademark Security Agreement-Sterling)

ACCEPTED AND AGREED
as of the date first above written:

CIT LENDING SERVICES
CORPORATION,
as Collateral Agent

By: _____

Name: Barbara Perich

Title: Director

(Signature Page to Trademark Security Agreement-Sterling)

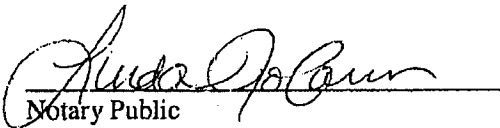
ACKNOWLEDGEMENT OF GRANTOR

STATE OF MI

ss.

COUNTY OF Kent

On this ___ day of December, 2010, before me personally appeared Richard McQuigg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of John Sterling Corporation, who being by me duly sworn did depose and say that he 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

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TRADEMARK
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SCHEDULE 1

U.S. TRADEMARKS

Mark	Serial No.	Filed	Registration No.	Registration Date
Sterling HARDWARE	73/020289	5/1/74	1012068	6/3/75
Sterling HARDWARE	71/640087	12/27/52	587860	4/6/54
FAST-MOUNT	75/889400	1/7/00	2444214	4/17/01
TAP-MOUNT	75/890627	1/6/00	2537209	2/5/02

TRADEMARK LICENSES

NONE