

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
U-Line Corporation		06/30/2011	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of Montreal, as Agent
<b>Street Address:</b>	111 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3806797	U
Registration Number:	1497590	MADE IN USA
Registration Number:	2418242	U
Registration Number:	3032099	FOR EVERY ROOM THERE IS A U-LINE
Registration Number:	1272594	U
Registration Number:	3032096	MADE IN THE USA
Serial Number:	77457214	U-SELECT

**CORRESPONDENCE DATA**

Fax Number: (312)803-5299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 845-3430  
 Email: kalwa@chapman.com  
 Correspondent Name: Richard Kalwa  
 Address Line 1: 111 West Monroe Street  
 Address Line 2: Chapman and Cutler LLP

CH \$190.00 3806797

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1586676

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 07/08/2011

Total Attachments: 5  
source=ulinetm#page1.tif  
source=ulinetm#page2.tif  
source=ulinetm#page3.tif  
source=ulinetm#page4.tif  
source=ulinetm#page5.tif

## TRADEMARK COLLATERAL AGREEMENT

This 30th day of June, 2011, U-Line Corporation, a Wisconsin corporation, which will be the surviving corporation on the Closing Date ("*Debtor*"), with its principal place of business and mailing address at 8900 North 55th Street, Brown Deer, Wisconsin 53223, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank acting through its Chicago branch ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as "*Agent*"), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of the Debtors as set out in that certain Amended and Restated Security Agreement bearing even date herewith between the Debtors and Agent (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

U-LINE CORPORATION

By John A. Studdard  
Name John A. Studdard,  
Title Assistant Secretary and  
Assistant Treasurer

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

BANK OF MONTREAL, as Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

U-LINE CORPORATION

By

Name \_\_\_\_\_

Title \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

BANK OF MONTREAL, as Agent

By 

Name: STEPHEN ISAKS

Title: MGR Director

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS**

MARK	REGISTRATION NUMBER	REGISTRATION DATE
U Logo (New)	3,806,797	12/22/2010
MADE IN USA Logo	1,497,590	07/26/1988
U Design	2,418,242	01/02/2001
FOR EVERY ROOM THERE IS A U-LINE	3,032,099	12/20/2005
U-Line Logo (U Design)	1,272,594	04/03/1984
MADE IN THE USA Oval Logo	3,032,096	12/20/2005
U-SELECT	Order No. 77/457,214	Published

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

None