

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
Fasteners For Retail, Inc.		07/11/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1189736	TWIST POP
Registration Number:	1087186	ARROWHEAD
Registration Number:	1256143	VERSA CLIP
Registration Number:	1495103	SUPER GRIP
Registration Number:	1642836	RAZZ SYSTEM
Registration Number:	1665842	SHIPFLAT
Registration Number:	2022773	FASTENERS FOR RETAIL
Registration Number:	1911437	DATA STRIP
Registration Number:	2033183	TALKER POCKET
Registration Number:	2125271	EXCELSIOR
Registration Number:	2167001	POP-UP
Registration Number:	2262370	FFR YELLOW PAGES
Registration Number:	2232064	FFR
Registration Number:	2247725	FOLD-N-HOLD

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Registration Number:	2278064	SPACE COMMANDER
Registration Number:	2428185	SIGNIFY
Registration Number:	2428339	CORR-A-CLIP
Registration Number:	2491451	SURE-TWIST
Registration Number:	2379477	SALE AHOY!
Registration Number:	2848622	POWER ZONE
Registration Number:	2890525	LOSS PREVENTION MERCHANDISING
Registration Number:	3547289	SMART-SET
Registration Number:	3572398	RAZZ
Registration Number:	3632941	FFR-DSI YELLOW PAGES
Registration Number:	3674209	FFR DSI
Registration Number:	3674212	FFR DSI TOTAL RETAIL SOLUTIONS
Serial Number:	85120834	TOTAL RETAIL SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00440
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	07/11/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2011, is made by Fasteners For Retail, Inc., an Ohio corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor (successor by merger to FFR DSI Acquisition Corp.), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Initial Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to that certain Guaranty and Security Agreement dated as of July 11, 2011 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Initial Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Initial Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than Excluded Property), including, without limitation, the U.S. Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

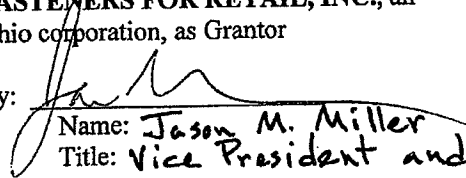
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

FASTENERS FOR RETAIL, INC., an
Ohio corporation, as Grantor

By:


Name: Jason M. Miller
Title: Vice President and Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Ashley E. Medio
Name: Ashley E. Medio
Title: Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 004580 FRAME: 0020

Schedule 1 to Trademark Security Agreement

Registered Trademarks

Owner	Mark	Appln. No.	Appln. Date	Regn. No.	Registered
Fasteners For Retail, Inc.	TWIST POP	73/277,353	09/10/80	1,189,736	02/16/82
Fasteners For Retail, Inc.	ARROWHEAD	73/060,240	08/11/75	1,087,186	03/14/78
Fasteners For Retail, Inc.	VERSA CLIP	73/378,521	08/06/82	1,256,143	11/01/83
Fasteners For Retail, Inc.	SUPER GRIP	73/696,947	11/23/87	1,495,103	07/05/88
Fasteners For Retail, Inc.	RAZZ SYSTEM	74/066,567	06/07/90	1,642,836	04/30/91
Fasteners For Retail, Inc.	SHIPFLAT (Stylized)	74/139,657	02/12/91	1,665,842	11/26/91
Fasteners For Retail, Inc.	FASTENERS FOR RETAIL	74/508,533	04/04/94	2,022,773	12/17/96
Fasteners For Retail, Inc.	DATA STRIP	74/544,552	07/01/94	1,911,437	08/15/95
Fasteners For Retail, Inc.	TALKER POCKET	74/734,174	09/25/95	2,033,183	01/21/97
Fasteners For Retail, Inc.	EXCELSIOR	75/184,001	10/21/96	2,125,271	12/30/97
Fasteners For Retail, Inc.	POP-UP	75/199,193	11/18/96	2,167,001	06/23/98
Fasteners For Retail, Inc.	FFR YELLOW PAGES	75/399,480	12/03/97	2,262,370	07/20/99
Fasteners For Retail, Inc.	FFR (Stylized)	75/421,338	01/22/98	2,232,064	03/16/99
Fasteners For Retail, Inc.	FOLD-N-HOLD	75/468,305	04/15/98	2,247,725	05/25/99
Fasteners For Retail, Inc.	SPACE COMMANDER	75/532,332	08/06/98	2,278,064	09/14/99
Fasteners For Retail, Inc.	SIGNIFY	75/807,115	09/27/99	2,428,185	02/13/01
Fasteners For Retail, Inc.	CORR-A-CLIP	75/892,771	01/10/00	2,428,339	02/13/01
Fasteners For Retail, Inc.	SURE-TWIST	75/898,239	01/18/00	2,491,451	09/18/01
Fasteners For Retail, Inc.	SALE-AHOY!	75/804,561	09/22/99	2,379,477	08/22/00
Fasteners For Retail, Inc.	POWER ZONE	76/431,522	07/17/02	2,848,622	06/01/04

Owner	Mark	Appl. No.	Appl. Date	Regn. No.	Registered
Fasteners For Retail, Inc.	LOSS PREVENTION MERCHANDISING	76/517,888	05/29/03	2,890,525	09/28/04
Fasteners For Retail, Inc.	SMART-SET	77/008,830	09/27/06	3,547,289	12/16/08
Fasteners For Retail, Inc.	RAZZ	77/513,712	07/02/08	3,572,398	02/10/09
Fasteners For Retail, Inc.	FFR-DSI YELLOW PAGES	77/518,719	07/10/08	3,632,941	06/02/09
Fasteners For Retail, Inc.	FFR DSI (Stylized & Design)	77/527,342	07/21/08	3,674,209	08/25/09
Fasteners For Retail, Inc.	FFR DSI TOTAL RETAIL SOLUTIONS (Stylized & Design)	77/527,387	07/21/08	3,674,212	08/25/09

Trademark Applications

Owner	Mark	Appl. No.	Appl. Date
Fasteners For Retail, Inc.	TOTAL RETAIL SOLUTIONS	85/120,834	09/01/10
Fasteners For Retail, Inc.	INVISI-WALL	85/141,685	09/30/10