

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Produits Cari-All Inc./ Cari-All Products Inc.</td> <td></td> <td>01/17/2012</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Produits Cari-All Inc./ Cari-All Products Inc.		01/17/2012	CORPORATION: CANADA				
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<table border="1"> <tr> <td>Name:</td> <td>GE Canada Finance Holding Company, as Canadian Agent</td> </tr> <tr> <td>Street Address:</td> <td>401 Merritt 7</td> </tr> <tr> <td>City:</td> <td>Norwalk</td> </tr> <tr> <td>State/Country:</td> <td>CONNECTICUT</td> </tr> <tr> <td>Postal Code:</td> <td>06851</td> </tr> <tr> <td>Entity Type:</td> <td>Unlimited liability company: CANADA</td> </tr> </table>				Name:	GE Canada Finance Holding Company, as Canadian Agent	Street Address:	401 Merritt 7	City:	Norwalk	State/Country:	CONNECTICUT	Postal Code:	06851	Entity Type:	Unlimited liability company: CANADA
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PROPERTY NUMBERS Total: 3															
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Registration Number:	2793601	CARI-FLEX													
CORRESPONDENCE DATA															
<p>Fax Number: (203)325-5001 Phone: 2033255049 Email: tbennett@fdh.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Tracey D. Bennett Address Line 1: c/o Finn Dixon & Herling LLP Address Line 2: 177 Broad Street Address Line 4: Stamford, CONNECTICUT 06901</p>															
ATTORNEY DOCKET NUMBER:	2692.202														

OP \$90.00 1306909

NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	01/30/2012
Total Attachments: 6 source=Trademark Agreement (Cari Products) (01372973)#page1.tif source=Trademark Agreement (Cari Products) (01372973)#page2.tif source=Trademark Agreement (Cari Products) (01372973)#page3.tif source=Trademark Agreement (Cari Products) (01372973)#page4.tif source=Trademark Agreement (Cari Products) (01372973)#page5.tif source=Trademark Agreement (Cari Products) (01372973)#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GE Canada Finance Holding Company ("GE Canada"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Canadian 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 January 17, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Technibilt, Ltd., a North Carolina corporation ("Technibilt"), Wanzl LLC, a Delaware limited liability company ("Holdings", together with Technibilt, the "US Borrowers"), 530412 Ontario Inc., an Ontario corporation ("Canadian Borrower" and, together with the US Borrowers, the "Borrowers"), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation, as US administrative agent, and GE Canada, as Canadian 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Canadian Guarantee and Security Agreement of even date herewith in favour of the Canadian Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Guarantee and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Canadian Guarantee and Security Agreement pursuant to which the Grantors are 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 Canadian 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 Borrowers thereunder, each Grantor hereby agrees with the Canadian Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages (except in respect of trademarks where no such mortgage is granted), pledges and hypothecates to the Canadian Agent for the benefit of the

Secured Parties, and grants to the Canadian 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

all renewals and extensions of the foregoing;

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

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, dilution, violation or other impairment thereof.

The Grantors and the Canadian Agent for the benefit of the Secured Parties hereby acknowledge and agree that the security interest in the Collateral created hereby shall not include any Excluded Property.

Section 3. Canadian Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Canadian Guarantee and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses 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 laws of the Province of Ontario and the federal laws of Canada applicable therein.

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.

Very truly yours,

PRODUITS CARI-ALL INC. / CARI-ALL
PRODUCTS INC.
as Grantor

By:



Name: Michael Marks

Title: President, chief executive officer
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Canadian Agent

By: _____

Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.

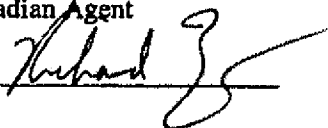
Very truly yours,

PRODUITS CARI-ALL INC. / CARI-ALL
PRODUCTS INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY
as Canadian Agent




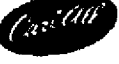

By: 
Name: _____
Title: _____
RICHARD ZENI
DULY AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trade-mark	Country	Status Appl.and/or Reg. No	Registration or application date	Renewal Date (yy/mm/dd)	Owner
CARI-ALL Design 	Canada	Registered TMA327,144	1987/05/01	2017/05/01	Cari-All Products Inc.
CARI-ALL Design 	France	Registered 9978881	1999/04/27	2019/04/27	Cari-All Products Inc.
CARI-ALL & Design 	U.S.A.	Registered 1,306,909	1984/11/27	2014/11/27	Cari-All Products Inc.
CARI-ALL & Design 	U.S.A.	Registered 1,598,143	1990/05/29	2020/05/29	Cari-All Products Inc.
CARI-ALL	Canada	Registered TMA411,616	1993/04/30	2023/04/30	Cari-All Products Inc.
CARI-ALL & Design 	Benelux	Registered 528063	Date of avaibility to public: 1993/10/01	2012/11/20	Cari-All Products Inc.

Trade-mark	Country	Status Appl. and/or Reg. No	Registration or application date	Renewal Date (yy/mm/dd)	Owner
CARI-ALL	European Community	Registered 004826376	2006/11/23	2016/01/10	Cari-All Products Inc.
CARI-ALL Design <i>Cari-All</i>	Canada	Registered TMA127,783	1962/08/31	2022/08/31	Cari-All Products Inc.
CARI-LOCK	Canada	Registered TMA326,895	1987/05/01	2017/05/01	Cari-All Products Inc.
CARI-FLEX	Canada	Registered TMA579,292	2003/04/09	2018/04/09	Cari-All Products Inc.
CARI-FLEX	U.S.A.	Registered 2,793,601	2003/12/16	2013/12/16	Cari-All Products Inc.

2. TRADEMARK APPLICATIONS

Nil.

3. IP LICENSES

Nil.