

## 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
Les Industries Rondi Inc./ Rondi Industries Inc.		01/17/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2299256	SOF RUNNER	
CORRESPONDENCE DATA			
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>			
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		
ATTORNEY DOCKET NUMBER:	2692.202		
NAME OF SUBMITTER:	Tracey D. Bennett		
Signature:	/s/Tracey D. Bennett		

OP \$40.00 2299256

Date:

01/31/2012

**Total Attachments: 5**

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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,

LES INDUSTRIES RONDIC INC. / RONDIC  
INDUSTRIES INC.

as Grantor

By: 

Name: Michel Morin

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.

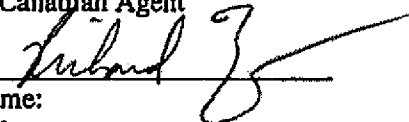
Very truly yours,

LES INDUSTRIES RONDI INC. / RONDI  
INDUSTRIES 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
SOF RUNNER	Canada	Registered 856,273 TMA504,133	1998/11/16	2013/11/16	Rondi Industries Inc.
SOF RUNNER	US	Registered 75/371,387 2,299,256	1999/12/14	2019/12/14	Rondi Industries Inc.

2. TRADEMARK APPLICATIONS

Nil.

3. IP LICENSES

Nil.