

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
Knappe & Vogt Manufacturing Company		06/15/2012	CORPORATION: MICHIGAN

**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: 22**

Property Type	Number	Word Mark
Registration Number:	3919670	MUV
Registration Number:	3567097	TRU-TRAC
Registration Number:	3796092	KV KNAPE & VOGT
Registration Number:	3623563	REAL SOLUTIONS FOR REAL LIFE
Registration Number:	3191016	VIRTÚ
Registration Number:	3031878	POLARIS ARM
Registration Number:	3062693	KV KNAPE & VOGT
Registration Number:	3020517	PIR-O-ET
Registration Number:	3026898	KNAPE & VOGT
Registration Number:	2883936	SHELF-MADE
Registration Number:	2942939	KV
Registration Number:	2810527	HOPPER
Registration Number:	2918365	REAL SOLUTIONS FOR REAL LIFE
Registration Number:	2894180	4X4 POCKET DOOR

**TRADEMARK**

Registration Number:	2444214	FAST-MOUNT
Registration Number:	2537209	TAP-MOUNT
Registration Number:	1278661	KV
Registration Number:	1012068	STERLING HARDWARE
Registration Number:	0672702	KV
Registration Number:	0587860	STERLING HARDWARE
Registration Number:	3228326	GS
Serial Number:	85452304	JOHN STERLING

**CORRESPONDENCE DATA**

Fax Number: 3125774688

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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:	207170-00505
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	06/15/2012

**Total Attachments: 4**

source=Trademark Security Agreement - K&V#page1.tif  
source=Trademark Security Agreement - K&V#page2.tif  
source=Trademark Security Agreement - K&V#page3.tif  
source=Trademark Security Agreement - K&V#page4.tif

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of June 15, 2012, is made by Knap & Vogt Manufacturing Company, a Michigan 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 that certain Credit Agreement, dated as of June 15, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as a borrower, the other Credit Parties from time to time party thereto, the Lenders and 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 Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty 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 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 Borrowers 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 Secured Obligations of the Borrowers, 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 and all IP Licenses included in the Collateral, including, without limitation, those 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, dilution, 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its 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 law of the State of Illinois.

*[Signature Page Follows]*

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.

**GRANTOR:**

**KNAPE & VOGT MANUFACTURING  
COMPANY, a Michigan corporation**

By: 

Name: Peter J. Martin

Title: President and Chief Executive Officer

## SCHEDULE 1

### Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
MUV	3919670	2/15/11	U.S.
TRU-TRAC	3567097	1/27/09	U.S.
KV KNAPE & VOGT	3796092	6/1/10	U.S.
REAL SOLUTIONS FOR REAL LIFE	3623563	5/19/09	U.S.
VIRTÚ	3191016	1/2/07	U.S.
POLARIS ARM	3031878	12/20/05	U.S.
KV KNAPE & VOGT	3062693	2/28/06 <sup>1</sup>	U.S.
PIR-O-ET	3020517	11/29/05	U.S.
KNAPE & VOGT	3026898	12/13/05	U.S.
SHELF-MADE	2883936	9/14/04	U.S.
KV	2942939	4/19/05	U.S.
HOPPER	2810527	2/3/04	U.S.
REAL SOLUTIONS FOR REAL LIFE	2918365	1/18/05	U.S.
4X4 POCKET DOOR	2894180	10/19/04	U.S.
FAST-MOUNT	2444214	4/17/01	U.S.
TAP MOUNT	2537209	2/5/02	U.S.
KV	1278661	5/22/84	U.S.
STERLING HARDWARE	1012068	6/3/75	U.S.
KV	0672702	1/20/59	U.S.
STERLING HARDWARE	0587860	4/6/54	U.S.
GS - Stylized design	3228326	4/10/07	U.S.

### Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
JOHN STERLING	85452304	10/20/11	U.S.

<sup>1</sup> Expires on June 28, 2012 and the Grantor does not intend to file an affidavit of use.