

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
Dorner Mfg. Corp.		06/15/2012	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 S. Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3782313	AQUAGARD
Registration Number:	2984076	AQUAPRUF
Registration Number:	2984077	AQUAPRUF
Registration Number:	2538534	AUTOLOGIK
Registration Number:	2564184	AUTOLOGIK
Serial Number:	85314180	CDRIVE
Registration Number:	1715052	DORNER
Registration Number:	3868884	DUSTPRUF
Registration Number:	3907102	DUSTPRUF
Registration Number:	4133100	EDRIVE
Serial Number:	85314190	I2DRIVE
Registration Number:	2061487	LPZ
Registration Number:	3871135	MOVE FAST. MOVE SMART.
Registration Number:	3857241	QWIK SLOT

CH \$415.00 3782313

Registration Number:	3991042	SMARTSLOT
Registration Number:	2950706	WEDGE-LOK

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312 558-6352
Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	6737.148
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	07/03/2012

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Dornier Mfg. Corp., a Wisconsin corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of June 15, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor, as the Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 15, 2012 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of Illinois.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___ day of June, 2012.

DORNER MFG. CORP.

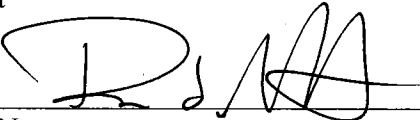
By:  _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004813 FRAME: 0970

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC, as
Agent

By: 

Name:

Peter J. Notter

Title:

Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004813 FRAME: 0971








SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

[See attached]

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	OWNER
AQUAGARD	United States	77/649,902	1/15/2009	3,782,313	4/27/2010	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
AQUAPRUF	United States	78/322,212	11/3/2003	2,984,076	8/9/2005	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
	United States	78/322,298	11/3/2003	2,984,077	8/9/2005	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
AUTOLOGIK	United States	75/746,536	7/9/1999	2,538,534	2/12/2002	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	United States	75/793,053	9/7/1999	2,564,184	4/23/2002	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
CDRIVE	United States	85/314,180	5/6/2011	N/A	N/A	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
DORNER	Benelux	801210	8/3/1993	536488	5/1/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	China	741046	9/7/1993	741046	4/21/1995	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	Germany	D52984	7/2/1993	2075230	8/18/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	Switzerland	9818/1993	8/16/93	P-413408	12/15/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	Taiwan	82041941	8/25/1993	626898	1/1/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	Argentina	2965211 (prior App. No. 2018113)	9-Dec-2009 (original filing date: 19-Jan-1996)	2408544 (prior Reg. No. 1775215)	15-Nov-2010 (original registration date: 17-Feb-2000)	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	Australia	606202	7/5/1993	606202	3/13/1995	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	Brazil	817448527	8/31/1993	817448527	5/16/1995	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	Canada	735009	8/16/1993	453711	2/9/1996	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
	Chile	811327 (prior App. No. 383685)	13-Mar-2008 (original filing date: 14-Jul-1997)	828201 (prior Reg. No. 514828)	17-Jun-2008 (original registration date: 17-Jun-1998)	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	OWNER
DORNER	Colombia	9732823	6/13/1997	215099	12/29/1998	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	European Community	000285601	6/6/1996	000285601	11/6/1998	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	France	93478030	7/27/1993	93478030	7/27/1993	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Hong Kong	1997/09584	7/13/1993	1997/09584	9/25/1997	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Indonesia	86-75	9/3/1993	317996	10/27/1995	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Italy	RM/2003/415 6	7/29/2003 (original filing date: 3 Aug-1993)	1052039 (prior Reg. No. 66704)	6/8/2007	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Japan	H05-072659	7/7/1993	3236871	12/25/1996	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Malaysia	93007432	8/22/1993	93007432	9/22/1993	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Mexico	173808	7/26/1993	449931	1/10/1994	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029
DORNER	Singapore	T9305008C	7/3/1993	T9305008C	7/3/1993	Dorner Mfg. Corp. 580 Industrial Drive Hardland, Wisconsin 53029

MARK	COUNTRY	APP. NO.	FILE DATE	REG. NO.	REG. DATE	OWNER
DORNER	South Korea	40-1993-22980	7/3/1993	40-0296027	8/16/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	Spain	2108389 M4	8/4/1997	2108389 M4	9/21/1998	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	Sweden	1993/06818	7/27/1993	261291	10/14/1994	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	United Kingdom	1543518	7/30/1993	1543518	3/17/1995	Dorner Mfg. Corp. 580 Industrial Drive Hartland, Wisconsin 53029
DORNER	United States	74/222,186	11/18/1991	1,715,052	9/15/1992	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
DUSTPRUF	United States	85/020,712	4/22/2010	3868884	10/26/2010	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
<i>DustPruf</i>	United States	85/020,715	4/22/2010	3907102	1/18/2011	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
EDRIVE	United States	85/314,196	5/6/2011	4133100	4/24/2012	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
I2DRIVE	United States	85/314,190	6-May-2011	N/A	N/A	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
LPZ	United States	75/127,827	1-Jul-1996	2,061,487	13-May-1997	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
MOVE FAST. MOVE SMART.	United States	77/693,820	18-Mar-2009	3,871,135	2-Nov-2010	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
QWIK SLOT	United States	77/321,428	11/5/2007	3,857,241	10/5/2010	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
SMARTSLOT	United States	85/028,942	5/3/2010	3991042	7/5/2011	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029
WEDGE-LOK	United States	78/300,617	9/15/2003	2,950,706	5/10/2005	Dorner Mfg. Corp. 975 Cottonwood Avenue Hartland, Wisconsin 53029