

## 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
PACE INDUSTRIES, LLC		04/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION		
Street Address:	225 ASYLUM STREET, 23RD FLOOR		
Internal Address:	C/O U.S. BANK NATIONAL ASSOCIATION, CORPORATE TRUST SERVICES		
City:	HARTFORD		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0978427	EST	
CORRESPONDENCE DATA			
Fax Number:	2146614691		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	214-953-6691		
Email:	b.k.drinkwater@bakerbotts.com		
Correspondent Name:	B. K. Drinkwater, c/o Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	006659.0183		
NAME OF SUBMITTER:	B.K. Drinkwater		
Signature:	/B.K. Drinkwater/		

CH \$40.00 0978427

Date:

04/04/2013

**Total Attachments: 4**

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GRANT OF A SECURITY INTEREST  
(TRADEMARKS)

This Second Lien Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 4, 2013, by PACE INDUSTRIES, LLC, a Delaware limited liability company ("Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, for the benefit of the Note Holders (as such term is used in the Security Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated as of April 4, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Note Holders, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (as used herein, the "IP Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Note Holders, a continuing security interest in and to the IP Collateral to secure the prompt payment, performance and observance of the Secured Obligations, and does hereby agree as follows:

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PACE INDUSTRIES, LLC

By: 

Name: Craig Potter

Title: CFO

SCHEDULE A

<b>Trademark</b>	<b>For</b>	<b>a. Serial No. b. Date Filed</b>	<b>a. Registration b. No./Date</b>	<b>Recorded Owner</b>
EST	Metal castings; and components of furniture – namely, bases and bushings.	a. 72/444,387 b. 12/22/1972	a. 978,427 b. 2/12/1974	Pace Industries, LLC