

## 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
	Pace Industries, Inc.		04/04/2013	CORPORATION: ARKANSAS
RECEIVING PARTY DATA				
Name:	Bank of Montreal			
Street Address:	111 West Monroe Street			
City:	Chicago			
State/Country:	ILLINOIS			
Postal Code:	60603			
Entity Type:	Chartered Bank: CANADA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	72444387	EST	
	Serial Number:	77503562	PACE INDUSTRIES	
CORRESPONDENCE DATA				
Fax Number:	3125584382			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	312.849.8128			
Email:	tmadigan@mcguirewoods.com			
Correspondent Name:	Tiffany Madigan, McGuireWoods LLP			
Address Line 1:	77 West Wacker Drive			
Address Line 2:	Suite 4100			
Address Line 4:	Chicago, ILLINOIS 60601-1818			
ATTORNEY DOCKET NUMBER:	2062480-0010			
NAME OF SUBMITTER:	Tiffany Madigan			

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Signature:	/tam/
Date:	04/05/2013
Total Attachments: 4 source=Active_47030493_1_Pace - Trademark Security Agreement (2)#page1.tif source=Active_47030493_1_Pace - Trademark Security Agreement (2)#page2.tif source=Active_47030493_1_Pace - Trademark Security Agreement (2)#page3.tif source=Active_47030493_1_Pace - Trademark Security Agreement (2)#page4.tif	

## GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of April 4, 2013, by PACE INDUSTRIES, LLC, a Delaware limited liability company ("Pace LLC") and PACE INDUSTRIES, INC., an Arkansas corporation, ("Pace Inc." and, together with Pace LLC, collectively, "Grantor"), in favor of BANK OF MONTREAL, in its capacity as administrative agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "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 Pledge and Security Agreement, dated 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 Credit Parties (as defined in the Security Agreement), 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 (the "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 and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

PACE INDUSTRIES, INC.

By: 

Name: Craig Potter


Title: CFO

[Signature page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004999 FRAME: 0939**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<u>Trademark</u>	<u>For</u>	a. <u>Serial No.</u> b. <u>Date Filed</u>	a. <u>Registration</u> b. <u>No./Date</u>	<u>Recorded Owner</u>
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
	Manufacturing of general product lines in the field of aluminum, magnesium and zinc products, including lighting, automotive, motorcycles, major appliance, military applications and other industries, to the order and specifications of others; metal fabrication and finishing services.	a. 77/503,562 b. 6/19/2008	a. 3,706,346 b. 11/3/2009	Pace Industries, Inc.