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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): TriMin Systems, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Minnesota [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Manchester Commercial Finance LLC Internal Address: One Corporate Plaza, Suite 450 Street Address: 7400 Metro Boulevard City: Edina State: MN Zip: 55439 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Minnesota limited liability If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: 05/28/2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2086840 2018499 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Eric D. Paulsrud, Esq. Internal Address: Leonard, Street and Deinard Suite 2300 Street Address: 150 South Fifth Street City: Minneapolis State: MN Zip: 55402

7. Total fee (37 CFR 3.41).....\$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Eric D. Paulsrud, Esq. Signature Date June 21, 2002 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 18

06/26/2002 DBTRNE 00000112 2086840 01 FC:481 40.00 OP 02 FC:482 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2532 FRAME: 0728

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of May ~~28~~, 2002 is made between TriMin Systems, Inc., a corporation organized under the laws of Minnesota and located at 3030 Centre Pointe Drive, Suite 100, Roseville, MN 55113, (the "Borrower"), and Manchester Commercial Finance LLC, a Minnesota limited liability company located at One Corporate Plaza, Suite 450, 7400 Metro Boulevard, Edina, Minnesota 55439 (the "Lender").

WHEREAS, the Borrower is entering into a financing agreement dated as of May 22, 1997 (as amended from time to time, the "Financing Agreement"), with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans to the Borrower; and

WHEREAS, it is a condition precedent to the Lender's making any loans to the Borrower under the Financing Agreement that the Borrower execute and deliver to the Lender a security agreement in substantially the form hereof; and

WHEREAS, the Borrower wishes to grant security interests in favor of the Lender as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All terms defined in the Uniform Commercial Code of the State of Minnesota (the "UCC") and used herein shall have the same definitions herein as specified in the UCC. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Borrower to the Lender, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Financing Agreement, any other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement, including any Obligations that arise after the filing of a petition by or against the Borrower under the United States Bankruptcy Code, whether or not such Obligations are allowable claims in any such proceeding, and including any obligations which arise as a result of loans from Lender to Borrower in excess of any designated credit limit or borrowing base provided in any of the documents evidencing the Obligations and the term "Event of Default" as used herein, means the failure of the Borrower to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Financing Agreement.

2. **Grant of Security Interest.** The Borrower hereby grants to the Lender, to secure the payment and performance in full of all of the Obligations, a security interest in the following properties, assets and rights of the Borrower, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, consigned goods, equipment and any accessions thereto), instruments (including promissory notes), consigned goods, documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to

which the Borrower possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Borrower, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics. The Lender acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to the Borrower's compliance with Section 4.5.

3. Authorization to File Financing Statements. The Borrower hereby irrevocably authorizes the Lender at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Borrower or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State of Minnesota or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Article 9 of the UCC. The Borrower agrees to furnish any such information to the Lender promptly upon request. The Borrower also ratifies its authorization for the Lender to have filed in any Uniform Commercial Code jurisdiction any financing statements or amendments thereto if filed prior to the date hereof.

4. Other Actions. To further insure the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's security interest in the Collateral, the Borrower agrees, in each case at the Borrower's own expense, to take the following actions with respect to the following Collateral:

4.1. Promissory Notes and Tangible Chattel Paper. If the Borrower shall at any time hold or acquire any promissory notes or tangible chattel paper, the Borrower shall forthwith endorse, assign and deliver the same to the Lender, accompanied by such instruments of transfer or assignment duly executed in blank as the Lender may from time to time specify.

4.2. Deposit Accounts. For each deposit account that the Borrower at any time opens or maintains, the Borrower shall, at the Lender's request and option, pursuant to an agreement in form and substance satisfactory to the Lender, cause the depository bank to agree to comply at any time with instructions from the Lender to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Borrower.

4.3. Collateral in the Possession of a Bailee. If any goods are at any time in the possession of a bailee, the Borrower shall promptly notify the Lender thereof and, if requested by the Lender, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Lender, that the bailee holds such Collateral for the benefit of the Lender and shall act upon the instructions of the Lender, without the further consent of the Borrower. The Lender agrees with the Borrower that the Lender shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to the bailee.

4.4. Electronic Chattel Paper and Transferable Records. If the Borrower at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Borrower shall promptly notify the Lender thereof and, at the request of the Lender, shall take such action as the Lender may reasonably request to vest in the Lender control, under Section 9-105 of the UCC, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Lender agrees with the Borrower that the Lender will arrange, pursuant to procedures satisfactory to the Lender and so long as such procedures will not result in the Lender's loss of control, for the Borrower to make

alterations to the electronic chattel paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Borrower with respect to such electronic chattel paper or transferable record.

4.5 Commercial Tort Claims. If the Borrower shall at any time hold or acquire a commercial tort claim, the Borrower shall immediately notify the Lender in a writing signed by the Borrower of the brief details thereof and grant to the Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Lender.

4.6 Other Actions as to any and all Collateral. Borrower further agrees to take any other action reasonably requested by the Lender to insure the attachment, perfection and first priority of, and the ability of the Lender to enforce, the Lender's security interest in any and all of the Collateral.

5. Representations and Warranties Concerning Borrower's Legal Status. The Borrower represents and warrants to the Lender as follows: (a) the Borrower's exact legal name is stated on the first page of this Agreement, (b) the Borrower is an organization of the type and organized in the jurisdiction set forth on the first page of this Agreement, and (c) the Borrower's place(s) of business, its chief executive office, and its mailing address are set forth on Schedule 1 to this Agreement.

6. Covenants Concerning Borrower's Legal Status. The Borrower covenants with the Lender as follows: (a) without providing at least 30 days prior written notice to the Lender, the Borrower will not change its name, its place of business or, if more than one place of business, its chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Borrower does not have an organizational identification number and later obtains one, the Borrower shall forthwith notify the Lender of such organizational identification number, and (c) the Borrower will not change its type of organization, jurisdiction of organization or other legal structure.

7. Representations and Warranties Concerning Collateral. The Borrower further represents and warrants to the Lender as follows: (a) the Borrower is the owner of the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement, (b) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, and (c) the Borrower holds no commercial tort claim except as disclosed to Lender in writing.

8. Covenants Concerning Collateral. The Borrower further covenants with the Lender as follows: (a) the Collateral, to the extent not delivered to the Lender pursuant to Section 4, will be kept at those locations listed on Schedule 1, and the Borrower will not remove the Collateral from such locations, without providing at least 30 days prior written notice to the Lender, (b) except for the security interest herein granted, the Borrower shall be the owner of the Collateral free from any lien, security interest or other encumbrance, and the Borrower shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Lender, (c) the Borrower shall not pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Lender, (d) the Borrower will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Borrower will permit the Lender, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Borrower will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Borrower will continue to operate its business in compliance with all applicable provisions of federal, state and local statutes and ordinances, and (h) the Borrower will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales and leases of inventory and licenses of general intangibles in the ordinary course of business and (ii) so long as no Event of Default has

occurred and is continuing, sales or other dispositions of obsolete items of equipment in the ordinary course of business consistent with past practices.

9. **Insurance.** The Borrower will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Borrower will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be payable to the Lender as loss payee (or in the case of liability insurance list the lender as an additional insured), be in such forms and be for such periods as may be reasonably satisfactory to the Lender. All policies of insurance shall provide for at least 30 days prior written cancellation notice to the Lender. In the event of failure by the Borrower to provide and maintain insurance as herein provided, the Lender may, at its option, provide such insurance and charge the amount thereof to the Borrower. The Borrower shall furnish the Lender with certificates of insurance and policies evidencing compliance with the foregoing insurance provision.

10. **Collateral Protection Expenses; Preservation of Collateral.**

10.1. **Expenses Incurred by Lender.** In its discretion, the Lender may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or, if the Borrower fails to do so, insurance premiums. The Borrower agrees to reimburse the Lender on demand for any and all expenditures so made. The Lender shall have no obligation to the Borrower to make any such expenditures, nor shall the making thereof relieve the Borrower of any default.

10.2. **Lender's Obligations and Duties.** Anything herein to the contrary notwithstanding, the Borrower shall remain liable under each contract or agreement comprised in the Collateral to be observed or performed by the Borrower thereunder. The Lender shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Lender of any payment relating to any of the Collateral, nor shall the Lender be obligated in any manner to perform any of the obligations of the Borrower under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Lender in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement. The Lender shall not have any obligation to present or file any claim or to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Lender or to which the Lender may be entitled at any time or times. The Lender's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Lender deals with similar property for its own account.

11. **Notification to Account Debtors and Other Persons Obligated on Collateral.**

If an Event of Default shall have occurred and be continuing, the Borrower shall, at the request of the Lender, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Lender and that payment thereof is to be made directly to the Lender, and the Lender may itself, without notice to or demand upon the Borrower, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Borrower shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Borrower as trustee for the Lender without commingling the same with other funds of the Borrower and shall turn the same over to the Lender in the identical form received, together with any necessary endorsements or assignments.

12. **Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints the Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Borrower or in the Lender's own name, for the purpose of carrying out the terms of this Agreement, to take

any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement, including without limitation the filing of financing statements with respect hereto, with or without the Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Lender may deem appropriate and to execute in the Borrower's name such financing statements and amendments thereto and continuation statements which may require the Borrower's signature. This power of attorney is a power coupled with an interest and shall be irrevocable. The powers conferred on the Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers.

13. **Remedies.** If an Event of Default shall have occurred and be continuing, the Lender may, without notice to or demand upon the Borrower, declare this Agreement to be in default, and the Lender shall thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC or of any jurisdiction in which the Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Lender may, so far as the Borrower can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Lender may in its discretion require the Borrower to assemble all or any part of the Collateral at such location or locations within the jurisdictions of the Borrower's principal office(s) or at such other locations as the Lender may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Lender shall give to the Borrower at least ten business days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Borrower hereby acknowledges that ten business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Borrower waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Lender's rights hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights with respect thereto. The Lender may sell the Collateral without giving any warranties as to the Collateral. The Lender may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

14. **No Waiver by Lender.** The Lender shall not be deemed to have waived any of its rights hereunder unless such waiver shall be in writing and signed by the Lender. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a waiver of any right on any future occasion. All rights and remedies of the Lender with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Lender deems expedient.

15. **Marshaling.** The Lender shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising.

16. **Proceeds of Dispositions; Expenses.** The Borrower shall pay to the Lender on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Lender in protecting, preserving or enforcing the Lender's rights under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Lender may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the UCC, any excess shall be returned to the Borrower, and the Borrower shall remain liable for any deficiency in the payment of the Obligations.

17. **Overdue Amounts.** Until paid, all amounts due and payable by the Borrower hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest set forth in the Financing Agreement.

18. **Governing Law; Consent to Jurisdiction.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA. The Borrower agrees that any suit for the enforcement of this Agreement may be brought in state or federal courts sitting in Hennepin County, Minnesota and consents to the non-exclusive jurisdiction of such courts. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

19. **Waiver of Jury Trial.** THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

20. **Miscellaneous.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrower acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the Borrower has caused this Agreement to be duly executed as of the date first above written.

TRIMIN SYSTEMS, INC.

By: *[Signature]*
Title:

MANCHESTER COMMERCIAL
FINANCE LLC

By: *[Signature]*
Title: Vice President

**Schedule 1 to
Security Agreement
Manchester Commercial Finance LLC, Lender
TriMin Systems, Inc., Borrower**

Borrower's Locations

Place(s) of Business:

3030 Centre Pointe Drive, Suite 100, Roseville, MN 55113
18 Riverside Ave. South, Suite 140, Sartell, MN 56377

Chief Executive Office and Mailing Address:

3030 Centre Pointe Drive, Suite 100, Roseville, MN 55113

Collateral Locations:

3030 Centre Pointe Drive, Suite 100, Roseville, MN 55113

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT is made on the 28 day of May, 2002 between TRIMIN SYSTEMS, INC., a Minnesota corporation, having a mailing address at 3030 Centre Pointe Dr., Suite 100, Roseville, MN 55113 ("Assignor") and MANCHESTER COMMERCIAL FINANCE LLC, a Minnesota limited liability company, having a mailing address at 7400 Metro Boulevard, Suite 450, Minneapolis, MN 55439-2326 ("Lender").

STATEMENT OF FACTS

Assignor has executed and delivered a certain Financing Agreement dated May 22, 1997 between Assignor and the Lender providing for financing in the maximum amount of \$800,000.00 (as amended from time to time, the "Financing Agreement"). In order to induce the Lender to execute and deliver the Financing Agreement, Assignor has agreed to assign to Lender certain trademark rights. This Trademark Collateral Assignment and Security Agreement is being executed contemporaneously with a Security Agreement under which the Lender is granted a lien on and security interest in machinery, equipment, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Financing Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all obligations and liabilities of the Assignor under the Financing Agreement (collectively the "Liabilities"), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.
2. Assignor covenants and warrants that:
 - (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
 - (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
 - (c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;
 - (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 2(g) above.

4. Assignor agrees that, until all of the Liabilities shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

5. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Financing Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

8. If any such Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 7 above, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Minnesota or in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon, in Minneapolis, Minnesota, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor or to the party otherwise entitled to such proceeds. The Assignor shall be liable for any deficiency. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender (or any assignee of the Lender) may, to the extent permissible under applicable law, by applying all or any part of the Liabilities or by using other consideration, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor.

9. At such time as Assignor shall completely satisfy all of the Liabilities, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including fees for the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, the payment of encumbrances affecting the Trademarks, or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Financing Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall be satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

13. In the event of the occurrence of an Event of Default under the Financing Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, or any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. Except as provided in paragraph 6, this Agreement is subject to modification only by a writing signed by the parties.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

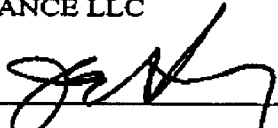
WITNESS the execution hereof under seal as of the day and year first above written.

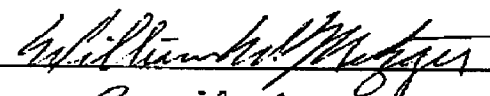
LENDER:

ASSIGNOR:

MANCHESTER COMMERCIAL
FINANCE LLC

TRIMIN SYSTEMS, INC.

By 
Title Executive Vice President

By 
Title President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF Hennepin)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of May, 2002, personally appeared John Hamberg to me known personally, and who, being by me duly sworn, deposes and says that he is the Executive Vice President of MANCHESTER COMMERCIAL FINANCE LLC, a Minnesota limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors, and said EVP acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 1/31/2005

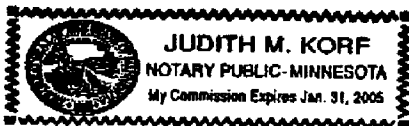


CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss:
COUNTY OF Ramsey)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 28 day of May, 2002, personally appeared William Metzger to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Trinin Systems, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
My commission expires: 1/31/2005



SCHEDULE A

to **Trademark Collateral Assignment and Security Agreement** dated May 28, 2002, between TRIMIN SYSTEMS, INC., as Assignor, and Manchester Commercial Finance LLC, as Lender.

<u>Application Or Mark No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>
2,086,840	USA	August 12, 1997	
2,018,499	USA	November 19, 1996	

*Amended UCC filed 5/26 or
5/29/02 with this as an
attachment. Copy of filing
not yet received back.*

**EXHIBIT A
TO FINANCING STATEMENT**

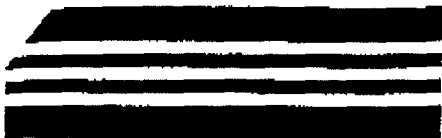
Debtor: TriMin Systems, Inc.
3030 Centre Pointe Dr., Suite 100
Roseville, MN 55113

Secured Party: Manchester Commercial Finance LLC
One Corporate Plaza, Suite 450
7400 Metro Boulevard
Edina, MN 55439

This Financing Statement covers the following types (or items) of property:

All of the Debtor's right, title, and interest in and to the following, whether now or hereafter owned, existing, arising or acquired, and wherever located, and all proceeds and products thereof:

All personal and fixture property of every kind and nature, including without limitation all goods (including inventory, equipment and any accessions thereto), consigned goods, instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of the Debtor, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE#
1943285 filed 5/20/97

1.b This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR TriMin Systems, Inc.

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS
3030 Centre Pointe Drive, Suite 100

CITY Roseville	STATE MN	POSTAL CODE 55113	COUNTRY USA
-------------------	-------------	----------------------	----------------

7d. TAX ID #: SSN OR EIN 41-1546259	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION Minnesota	7g. ORGANIZATION ID #, if any <input checked="" type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE) check only one box.
Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
OR Manchester Commercial Finance LLC

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA
Minnesota Secretary of State

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

STATE OF MINNESOTA U -1
FINANCING STATEMENT

This statement is presented for filing pursuant
to Minnesota Statutes, Section 336.9-402

FOR FILING OF: R

09432851

97 MAY 20 PM 12:04

SEC. OF STATE
MINNESOTA

DEBTOR

TriMin Systems, Inc.
Tax I.D. No. 41-1546259
3030 Centre Pointe Drive, Suite 100
Roseville, MN 55113

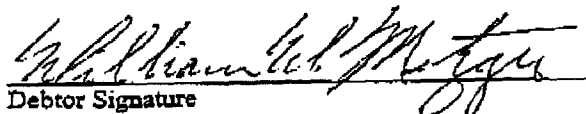
SECURED PARTY

Manchester Commercial Finance LLC
80 South Eighth Street, Suite 3640
Minneapolis, MN 55402

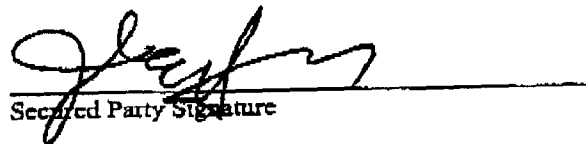
COLLATERAL (Items of property covered by the financing statement)

See Attached Exhibit "A"

TO BE FILED WITH THE MINNESOTA SECRETARY OF STATE


Debtor Signature

RETURN ACKNOWLEDGMENT COPY TO:
Manchester Commercial Finance LLC
80 South Eighth Street, Suite 3640
Minneapolis, MN 55402


Secured Party Signature

1943285

EXHIBIT A
to
Financing Statement
Manchester Commercial Finance LLC, Secured Party
TriMin Systems, Inc., Debtor

97 MAY 20 PM 12:04

SEC. OF STATE
MINNESOTA

All inventory of Debtor, whether now owned or hereafter acquired and wherever located;

All equipment of Debtor, whether now owned or hereafter acquired, including but not limited to, all present and future machinery, vehicles, furniture, fixtures, office and record keeping equipment, and the goods described in any equipment schedule or list herewith or hereafter furnished to Secured Party by Debtor (but no such schedule or list need be furnished in order for the security interest granted by Debtor to be valid as to all of Debtor's equipment);

Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including but not limited to all present and future debt instruments, chattel paper, accounts, loans, and obligations receivable, and tax refunds; and

All general intangibles of Debtor, whether now owned or hereafter acquired, including but not limited to, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, and the right to use Debtor's name;

together with all substitutions and replacements for and products of any of the foregoing property, all proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all (i) accessions, (ii) accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any such goods, and (iii) warehouse receipts, bills of lading, and other documents of title now or hereafter covering such goods.

LEONARD, STREET AND DEINARD

PROFESSIONAL ASSOCIATION

June 21, 2002

Eric D. Paulsrud
612-335-1448
eric.paulsrud@leonard.com

EM209962576US

VIA EXPRESS MAIL

Commissioner of Patents and Trademarks
Box ASSIGNMENT
Washington, D.C. 20231

Re: Assignor: TriMin Systems, Inc.
Assignee: Manchester
Commercial Finance LLC
Marks: KBC (Reg. No. 2,086,840)
and KNOWLEDGE-BASED
CONFIGURATOR (Reg. No.
2,018,499)
Our File No.: 56182-2

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail mailing label number EM209962576US

I hereby certify that this correspondence is addressed to the Commissioner for Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231 and is being deposited with the United States Postal Service as "Express Mail Post Office to Addressee" service on June 21, 2002.

Kitty A. McKenzie

(Printed or typed name of the person mailing the paper or fee)

Kitty A. McKenzie
(Signature of the person mailing the paper or fee)

June 21, 2002

(Date of Signature)

Dear Commissioner:

Enclosed for filing are the following:

1. A Recordation Form Cover Sheet for Trademarks Only;
2. A copy of the Security Agreement from TriMin Systems, Inc., a Minnesota corporation (Assignor) to Manchester Commercial Finance LLC, a Minnesota limited liability company (Assignee); and
3. A check in the amount of \$65.00 in payment of the fee for recording the Security Agreement.

The enclosed return-receipt postcard indicates the elements of this mailing. Please date stamp this card and return it to us for our records. This filing is being submitted by "Express Mail" with certificate, in accordance with 37 C.F.R. § 1.10.

150 SOUTH FIFTH STREET SUITE 2300 MINNEAPOLIS, MINNESOTA 55402 TEL 612-335-1500 FAX 612-335-1657

LAW OFFICES IN MINNEAPOLIS, SAINT PAUL AND MANKATO

TRADEMARK
REEL: 2532 FRAME: 0746


June 21, 2002

Page 2

Thank you for your assistance in this matter. Please call me at the number listed above if you have any questions or need any assistance from me.

Sincerely,

LEONARD, STREET AND ~~DEINARD~~

A handwritten signature in black ink, appearing to read "Eric D. Paulsrud". The signature is fluid and cursive, with a large initial "E" and "P".

Eric D. Paulsrud

EDP/kam: 2230310

Enclosures

cc: Larry B. Ricke, Esq. (w/enc.)