

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDK, Inc.		03/08/2004	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Registration Number:	1822964	THE HEAVYWEIGHTS
Registration Number:	2395928	IT'S A SNAP
Registration Number:	1188761	K-LINE
Registration Number:	1189492	K-LINEVILLE
Registration Number:	2286850	REAL SOUNDS
Registration Number:	2290241	SHADOW RAIL
Registration Number:	1922230	SPECIAL ADDITION
Registration Number:	2171451	STREAMLIGHTING
Registration Number:	2192312	SUPER "K"
Registration Number:	2381340	SUPERSNAP
Registration Number:	2402046	SUPER STEAM
Registration Number:	1703496	HEAVY HAULER

CORRESPONDENCE DATA	
Fax Number:	(312)863-7442

OP \$315.00 1822964

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-201-3863
Email: mary.schmidt@goldbergkohn.com
Correspondent Name: Mary A. Schmidt
Address Line 1: 55 E. Monroe Street, Suite 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4613.004
NAME OF SUBMITTER:	Mary A. Schmidt
Total Attachments: 3 source=MDK#page1.tif source=MDK#page2.tif source=MDK#page3.tif	

TRADEMARK MORTGAGE

MDK
8TH MARCH
MDK

THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 8th day of February, 2004 by and between MDK, Inc., a North Carolina corporation (the "Customer"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

WITNESSETH

WHEREAS, pursuant to a certain Term Loan and Security Agreement dated as of February 3, 2004 executed between the Customer and Lender (as amended or otherwise modified from time to time, the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to Lender, the Customer has granted to Lender a continuing security interest in certain of the Customer's assets, including, without limitation, the Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Customer and Lender agree as follows:

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Customer hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Customer's entire right, title and interest in and to all of its Trademarks, including, without limitation, all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, any of the Trademarks; each license of any of the Trademarks in favor of the Customer as licensee, including, without limitation, to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder, and all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Customer against third parties and damages for the past, present or future infringement or dilution of any of the Trademarks or any of the Trademarks licensed under any license of any of the Trademarks, or for injury to the goodwill associated with any of the Trademarks, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Collateral"). The term "Trademarks" shall mean all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof, including but not limited those set forth on Schedule A attached hereto.

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with their terms.

4. Effect on Other Agreements; Cumulative Remedies. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Lender with respect to the Trademarks, whether established hereby or by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

MDK, Inc.

By Mary Ann Olin
Its President

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By Jennifer Corbett
Its Asst. Vice Pres.

SCHEDULE A

TRADEMARKS

<u>Trademark Description</u>	<u>Serial Number</u>	<u>Registration Number</u>
1. Heavyweights, The	74/385609	1822964
2. It's A Snap	75/855758	2395928
3. K-Line	73/206488	1188761
4. K-Lineville	73/297880	1189492
5. Real Sounds	75/598123	2286850
6. Shadow Rail	75/562943	2290241
7. Special Addition	74/588823	1922230
8. Streamlighting	74/346911	2171451
9. Super "K"	75/358438	2192312
10. Supersnap	75/804983	2381340
11. Super Steam	75/857200	2402046
12. Heavy Hauler		1703496