

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
D&K Group, Inc.		04/10/2009	CORPORATION: ILLINOIS
D&K International, Inc.		04/10/2009	CORPORATION: ILLINOIS
D&K Custom Machine Design, Inc.		04/10/2009	CORPORATION: ILLINOIS
D&K Coating Technologies, Inc.		04/10/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Midwest Bank and Trust Company
Street Address:	1604 Colonial Parkway
Internal Address:	Attn. Kelly O'Keeffe
City:	Inverness
State/Country:	ILLINOIS
Postal Code:	60067
Entity Type:	state bank: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1340068	ACCUMATIC
Registration Number:	1392142	D & K
Registration Number:	1581101	D&K
Registration Number:	1604364	DOUBLE KOTE
Registration Number:	1614627	ACCUFEED
Registration Number:	1963376	ACCULAM
Registration Number:	1972772	ACCUJOG
Registration Number:	2164216	DURA KOTE
Registration Number:	2227644	PAGESAVER
Registration Number:	2280260	NT
Registration Number:	2369997	DRYTEK

OP \$390.00 1340068

Registration Number:	2622978	D&K
Registration Number:	2606849	EXPRESSION
Registration Number:	2746283	SUPERSTICK
Serial Number:	77661602	EXPRESSION

CORRESPONDENCE DATA

Fax Number: (312)987-9854
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: lbell@mpslaw.com
Correspondent Name: Meltzer Purtil & Stelle LLC
Address Line 1: 300 South Wacker Drive, Suite 3500
Address Line 2: Attn. Lauren A. Bell
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Lauren A. Bell
Signature:	/Lauren A. Bell/
Date:	04/10/2009

Total Attachments: 9
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 10, 2009, by D&K GROUP, INC., an Illinois corporation ("D&K Group"), D&K INTERNATIONAL, INC., an Illinois corporation ("D&K International"), D&K CUSTOM MACHINE DESIGN, INC., an Illinois corporation, ("CMD"), D&K COATING TECHNOLOGIES, INC., an Illinois corporation ("D&K Coatings") (D&K Group, D&K International, CMD and D&K Coatings are each hereinafter referred to as a "Grantor" and are hereinafter collectively referred to as the "Grantors"), in favor of MIDWEST BANK AND TRUST COMPANY (the "Bank").

RECITALS

A. Grantors and/or their affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with Bank, pursuant to which Bank has agreed to make loans to Grantors and/or their affiliates.

B. Pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Agreement to the Bank.

C. Pursuant to the terms of the Loan Agreement, Grantors have granted to the Bank a security interest in substantially all the assets of the Grantors, including all right, title and interest of any Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantors do hereby grant to the Bank a continuing security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any

trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement secures all Obligations (as defined in the Loan Agreement), debts and liabilities, plus interest thereon, of Grantors to Bank, or any one or more of them, as well as all claims by Bank against Grantors or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Notes (as defined in the Loan Agreement), whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantors may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BORROWER:

D&K GROUP, INC., an Illinois corporation

By: Karl Singer
Name: KARL SINGER
Title: PRESIDENT

D&K INTERNATIONAL, INC., an Illinois corporation

By: Karl Singer
Name: KARL SINGER
Title: PRESIDENT

D&K CUSTOM MACHINE DESIGN, INC., an Illinois corporation

By: Karl Singer
Name: KARL SINGER
Title: PRESIDENT

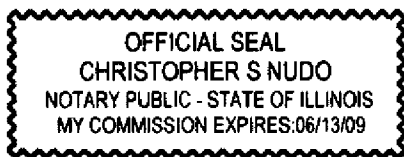
D&K COATING TECHNOLOGIES, INC., an Illinois corporation

By: Karl Singer
Name: KARL SINGER
Title: PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Karl Singer, the President, of D&K GROUP, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April, 2009.



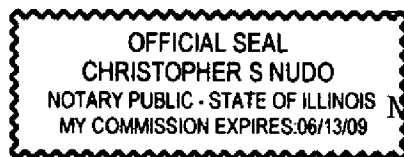
[Signature]
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Karl Singer, the President, of D&K INTERNATIONAL, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April, 2009.



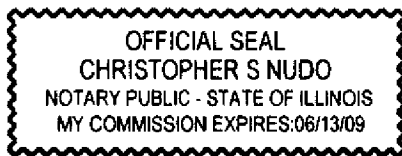
[Signature]
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Karl Singer, the President, of D&K CUSTOM MACHINE DESIGN, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April, 2009.

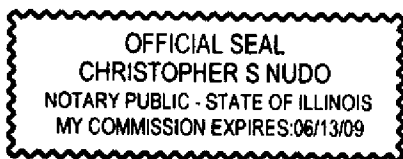


[Signature]
Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Karl Singer, the President, of D&K COATING TECHNOLOGIES, INC., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April, 2009.



[Signature]
Notary Public
My Commission Expires:

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Registered U.S. Trademarks

ACCUMATIC, U.S. Registration No. 1,340,068; Issuance Date: 11 June 1985 (U&H 52081-8011)[CustomMachine Design].

D & K, U.S. Registration No. 1,392,142; Issuance Date: 06 May 1986 (U&H 52081-8015)[CustomMachine Design].

D & K, U.S. Registration No. 1,581,101; Issuance Date: 06 Feb. 1990 (U&H 52081-8036)[CustomMachine Design].

DOUBLE KOTE, U.S. Registration No. 1,604,364; Issuance Date: 03 July 1990 (U&H 52081-8033)[CustomMachine Design].

ACCUFEED, U.S. Registration No. 1,614,627; Issuance Date: 25 Sept. 1990 (U&H 52081-8035)[CustomMachine Design].

ACCULAM, U.S. Registration No. 1,963,376; Issuance Date: 19 Mar. 1996 (U&H 52081-8066)[CustomMachine Design].

ACCUJOG, U.S. Registration No. 1,972,772; Issuance Date: 07 May 1996 (U&H 52081-8041)[CustomMachine Design].

DURA KOTE, U.S. Registration No. 2,164,216; Issuance Date: 09 June 1998 (U&H 52081-8062)[CustomMachine Design].

PAGESAVER, U.S. Registration No. 2,227,644; Issuance Date: 02 Mar. 1999 (U&H 52077-8002)[D&K International].

NT, U.S. Registration No. 2,280,260; Issuance Date: 28 Sept. 1999 (U&H 52081-8074)[Custom Machine Design].

DRYTEK, U.S. Registration No. 2,369,997; Issuance Date: 25 July 2000 (U&H 52077-8003)[D&K International].

D&K, U.S. Registration No. 2,622,978; Issuance Date: 24 Sept. 2002 (U&H 52077-8004)[D&K International, Inc.].

EXPRESSION, U.S. Registration No. 2,606,849; Issuance Date: 13 Aug. 2002 (U&H 53068-8005)[Venture Coating Technologies].

SUPERSTICK, U.S. Registration No. 2,746,283; Issuance Date: 5 August 2003 (U&H 52077-

8009)[D&K International].

Pending U.S. Trademark Applications for Registration

EXPRESSION, U.S. Applications No. 77/661602; filed 2 February 2009 (U&H 52081-8099)
[CustomMachine Design].

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Issued United States Patents

DOUBLE SIDED LAMINATING MACHINE [Utility Patent] U.S. Patent No. 5,019,203; Filing Date: 04 Aug. 1989; Issuance Date: 28 May 1991; Expiration Date: 04 Aug. 2009 (U&H 52081-7034)[CustomMachine Design].

DOUBLE SIDED LAMINATING MACHINE [Utility Patent] U.S. Patent No. 5,071,504; Filing Date: 13 Oct. 1989; Issuance Date: 10 Dec. 1991; Expiration Date: 13 Oct. 2009 (U&H 52081-7040)[CustomMachine Design].

CUTTER MECHANISM [Utility Patent] U.S. Patent No. 5,079,981; Filing Date: 06 Feb. 1991; Issuance Date: 4 Jan. 1992; Expiration Date: 06 Feb. 2011 (U&H 52081-7049)[CustomMachine Design].

DOUBLE SIDED LAMINATION MACHINE [Utility Patent] U.S. Patent No. 5,139,600; Filing Date: 02 Oct.1990; Issuance Date: 18 Aug. 1992; Expiration Date: 02 Oct. 2010 (U&H 52081-7046)[CustomMachine Design].

METHOD AND APPARATUS FOR FEEDING SHEETS [Utility Patent] U.S. Patent No. 5,183,242; Filing Date: 30 Aug. 1991; Issuance Date: 02 Feb. 1993; Expiration Date: 30 Aug. 2011 (U&H 52081-7050)[CustomMachine Design].

METHOD AND APPARATUS FOR REGISTERING SHEETS [Utility Patent] U.S. Patent No. 5,772,202; Filing Date: 25 Sept. 1996; Issuance Date: 30 June 1998; Expiration Date: 25 Sept. 2016 (U&H 52081-7072)[CustomMachine Design].

METHOD AND APPARATUS FOR FEEDING SHEETS [Utility Patent] U.S. Patent No. 5,803,447; Filing Date: 25 Sept. 1996; Issuance Date: 08 Sept. 1998; Expiration Date: 25 Sept. 2016 (U&H 52081-7068)[CustomMachine Design].

HEATED ROLLER ASSEMBLY [Utility Patent] U.S. Patent No. 5,821,499; Filing Date: 31 Mar. 1995; Issuance Date: 13 Oct. 1998; Expiration Date: 31 Mar. 2015 (U&H 52081-7065)[CustomMachine Design][Jointly Owned with American Roller Company].

LAMINATOR [Design Patent] U.S. Patent No. D440,992; Filing Date: 22 June 2000; Issuance Date: 24 April 2001; Expiration Date: 24 April 2015 (U&H 53069-3014)[D&K Custom Machine].

LAMINATOR [Design Patent] U.S. Patent No. D442,980; Filing Date: 23 June 2000; Issuance Date: 29 May 2001; Expiration Date: 29 May 2015 (U&H 53069-3015)[D&K CustomMachine].

LAMINATOR [Design Patent] U.S. Patent No. D544,893; Filing Date: 23 May 2006; Issuance Date: 19 June 2007; Expiration Date: 19 June 2021 (U&H 52081-3097)[D&K CustomMachine Design, Inc.].

MOUNTING AND LAMINATING SYSTEM [Utility Patent] U.S. Patent No. 7,267,857; Issuance Date: 11 September 11, 2007; Expiration Date: 7 August 2023 (U&H 52077-7010)[D&K International, Inc.].

Pending United States Patent Applications

WALL MOUNTED LAMINATOR [Provisional Patent Application] U.S. Serial No. 61/047,618; Filed 24 April 2008; Expiration Date: 24 April 2009 (U&H 52081-7098)[D&K CustomMachine Design, Inc.].

SIMULATED BRUSH STROKE SYSTEM [Provisional Patent Application] U.S. Serial No. 61/050,686; Filed 6 May 2008; Expiration Date: 6 May 2009 (U&H 52077-7015)[D&K International, Inc.].

Issued Foreign Patents and Pending Foreign Patent Applications

United Kingdom

DOUBLE SIDED LAMINATING MACHINE [Utility Patent] U.K. Patent No. 2,236,506; Filing Date: 06 Aug. 1990; Issuance Date: 23 Mar. 1994; Expiration Date: 06 Aug. 2010 (U&H 52081-7044)[CustomMachine Design]

International PCT Patent Application(s)

The following Patent Application has been filed in the PCT Office in Europe designating the Countries a party to the Treaty as of the time of filing, designated, and listed on the attached Sheet:

None.

Europe

None.