

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
KI Industries, Inc.		10/31/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	111 East Bussy, Floor 2, Suite 200		
Internal Address:	Mail Code IL-1-2508		
City:	Mt. Prospect		
State/Country:	ILLINOIS		
Postal Code:	60056		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85676465	KNOB SAVVY	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Ave., N.W. Attn: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	100803-0074.		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
Signature:	/Catherine R. Howell/		

Date:

12/05/2012

Total Attachments: 5

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 31st day of October, 2012 by **KI INDUSTRIES, INC.**, an Illinois corporation (the "Company" or the "Grantor") in favor of **JPMORGAN CHASE BANK, N.A.**, as a lender ("Lender").

WITNESSETH

WHEREAS, the Company has entered into that certain Loan Agreement with Lender dated as of October 31, 2012 (as same may be amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement") as the "Borrower";

WHEREAS, pursuant to that certain Security Agreement, dated as of October 31, 2012, between the Grantor, Lender and certain affiliates of Grantor (as same may be amended, restated, supplemented, modified or replaced from time to time, the "Security Agreement"), the Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by the Company under the Loan Agreement;

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

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Loans under the Loan Agreement, Grantor hereby grants to Lender and hereby reaffirms any prior grant pursuant to the Loan Agreement or the Security Agreement of a continuing security interest in the Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

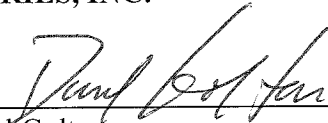
3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Lender.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, patents or patent applications owned or registered to the Grantor as of the date of this Agreement.

[signatures to appear on following page]

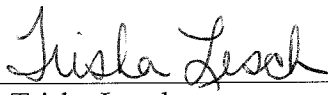
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KI INDUSTRIES, INC.

By: 
Name: David Goltermann
Title: President

Agreed and Accepted
As of the Date First Written Above

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Trisha Lesch
Title: Vice President

SCHEDULE 1

PATENTS

TITLE	REG./PATENT NO.	APP. SER. NO.	ISSUE DATE	STATUS
APPLIANCE KNOB AND BEZEL ASSEMBLY - Patent	188591	9505056	Apr. 8, 1998	Closed
TWO-PART KNOB AND METHOD OF MAKING SAME - Patent	6,687,957	10151386	Feb. 10, 2004	Closed
METHOD OF MAKING TWO-PART KNOB - Patent	6,834,430	10699496	Dec. 28, 2004	Will close 12/28/2012
BACKLIGHTABLE KNOB, WHICH HAS INDICATOR BONDED INTIMATELY TO LIGHT PIPE, AND METHOD OF MAKING SAME - Patent	6,767,104	10184753	27-Jul-04	Closed
DECORATIVE APPLIANCE KNOB - Draft Patent Application				Drafted but not yet filed


TRADEMARKS

TITLE	REG./PATENT NO.	APP. SER. NO.	ISSUE DATE	STATUS
KNOB SAVVY - Trademark Application		85676465	Filed 7/13/12	Pending

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *ILLINOIS* : SS
COUNTY OF *COOK* :

On this 31 of October, 2012, before me personally appeared David Goltermann, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of KI Industries, Inc., an Illinois corporation, that s/he signed the Agreement thereto pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such company; and s/he desires the same to be recorded as such.



Notary Public
My Commission Expires: *9/20/13*

