

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ABL Patent and Trademark Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
TECHNIMARK LLC (FKA TECHNIMARK INC.)	08/09/2007
RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association, as Administrative Agent
Street Address:	301 South Tryon Street -Floor M7
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	D361915
Patent Number:	5906344
Patent Number:	5910228
Patent Number:	6234228
Patent Number:	D350447
Patent Number:	6367724
CORRESPONDENCE DATA	
Fax Number:	(312)701-7711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-7237
Email:	cdore@mayerbrownrowe.com
Correspondent Name:	Christopher Dore
Address Line 1:	71 S. Wacker Drive
Address Line 2:	Mayer, Brown, Rowe & Maw LLP
Address Line 4:	Chicago, ILLINOIS 60606-4637
NAME OF SUBMITTER:	Christopher Dore

OP \$240.00 D361915

PATENT

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Total Attachments: 9

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ABL PATENT AND TRADEMARK SECURITY AGREEMENT

THIS ABL PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 9, 2007, by TECHNIMARK LLC, a North Carolina limited liability company (the "Grantor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Agent").

RECITALS

A. The Grantor has entered into an ABL Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, TMark Holdings LLC, a Virginia limited liability company (collectively with the Grantor, the "Borrowers"), the other loan parties from time to time party thereto (collectively with the Borrowers, the "Obligors"), the parties thereto from time to time as lenders (collectively, the "Lenders") and the Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the accounts of, the Borrowers.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Lenders, this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all of the assets of the Grantor, including all right, title and interest of the 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 Borrowers under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's 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 the 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 the 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 Agent pursuant to the Loan Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent 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 AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PROVISIONS THEREOF. The terms of Section 11.1 of the Loan Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

(SIGNATURE PAGES FOLLOW)

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.

TECHNIMARK LLC

By: [Signature]
Name: Frank H. Winslow
Title: Vice President and Assistant Secretary

STATE OF Virginia)
COUNTY OF Albemarle) SS

On this 9th day of August, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that Frank H. Winslow is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

[Signature]
Notary Public
My Commission Expires Jan. 31, 2011
Registration # 4124858

Acknowledged:

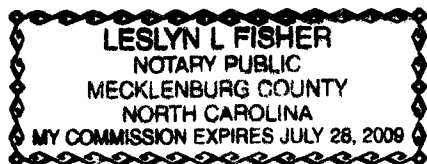
WACHOVIA BANK, NATIONAL ASSOCIATION,
as Agent

By: Michael Conrad
Name: MICHAEL CONRAD
Title: DIRECTOR

STATE OF NC)
COUNTY OF Mecklenburg) SS

On this 31 day of July, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that Michael Conrad is the above-indicated officer of the Agent, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Leslyn L Fisher
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
T.M. Technimark	2277214	09/14/1999	09/14/2009

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None		

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Chair Arm (D/A Chaise Lounge Chair	D361915	09/05/1995	09/05/2009
Furniture Foot Assembly	5906344	05/25/1999	07/29/2017
Apparatus for Covering a Textile Dye Tube (CIP)	5910228	06/08/1999	05/07/2017
Apparatus for Covering a Textile Dye Tube (Divisional)	6234228 B1	05/22/2001	05/26/2019
Bi-directionally Compressible Dye-Tube (Duo Flex)	6367724 B1	04/09/2002	06/09/2020
Ornamental Design for a Lever Actuator	D350447	8/4/1992	9/13/2008

<u>Patent Application</u>	<u>Application/Serial Number</u>	<u>Application Date</u>
None		