

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
Chief Manufacturing, Inc.		08/29/2003	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	201 3rd Street, 8th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6	
Property Type	Number
Serial Number:	78200368
Serial Number:	78200382
Serial Number:	78200392
Serial Number:	78200404
Serial Number:	78200410
Serial Number:	78214859

CORRESPONDENCE DATA	
Fax Number:	(916)329-4900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	916-447-9200
Email:	jcook@orrick.com
Correspondent Name:	John P. Cook
Address Line 1:	400 Capitol Mall, Suite 3000
Address Line 2:	Orrick, Herrington & Sutcliffe LLP
Address Line 4:	Sacramento, CALIFORNIA 95814

CH \$165.00 78200368

ATTORNEY DOCKET NUMBER:

1696-341/1640

NAME OF SUBMITTER:

Linda L. Partmann

Total Attachments: 4

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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 29, 2003, is executed by CHIEF MANUFACTURING, INC., a Massachusetts corporation ("CMI"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent for the Lenders referenced below ("Administrative Agent").

A. Pursuant to that certain Credit Agreement, dated concurrently herewith (as the same from time to time hereafter may be amended, modified, supplemented or restated, the "Credit Agreement"), by and among Chief Manufacturing Acquisition Corp., a Delaware corporation ("CMA"), Chief Manufacturing Holding Corp., a Delaware corporation ("Parent"), the financial institutions party thereto from time to time (collectively, the "Lenders") and Wells Fargo Bank, National Association, as Administrative Agent, L/C Issuer, Swing Line Lender and a Lender, the Lenders have agreed to extend loans and other financial accommodations to CMA for the purposes, and on the terms and subject to the conditions, set forth in the Credit Agreement (the "Credit Facility").

B. CMA, Parent and CMI have entered the Transaction (as defined in the Credit Agreement) pursuant to which, promptly after the closing of the Credit Facility, CMA and CMI shall merge (the "Merger") and CMI shall be the surviving company and the borrower under the Credit Agreement.

C. Prior to the effectiveness of the Merger, Administrative Agent has required that CMI enter into that certain Guaranty Agreement dated concurrently herewith in favor of Administrative Agent on behalf of the Lenders, guaranteeing the Obligations as defined in the Credit Agreement.

D. CMI has adopted, used and is using the trademarks, more particularly described on Schedule 1 annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

E. CMI has entered into a Security Agreement (Intellectual Property) dated as of the date hereof (the "IP Security Agreement") with Administrative Agent on behalf of the Lenders.

F. Pursuant to the IP Security Agreement, CMI has granted to Administrative Agent on behalf of the Lenders a security interest in all right, title and interest of CMI in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CMI does hereby further grant to the Administrative Agent on behalf of the

Lenders a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

CMI does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Administrative Agent's address is:

201 3rd Street, 8th Floor
San Francisco, CA 94103
Attention: Tricia Mangabat
Telephone: (415) 477-5390
Facsimile: (415) 512-7059

IN WITNESS WHEREOF, CMI has caused this Grant of Security Interest to be executed as of the day and year first above written.

**CHIEF MANUFACTURING, INC., a
Massachusetts corporation**

By: 

Name: Dale Glomsrud

Title: President

SCHEDULE 1 TO GRANT OF SECURITY INTEREST
TRADEMARKS AND TRADEMARK APPLICATION

Trademark	Serial Number	Date Filed	Status
CHIEF	78/200,368	January 6, 2003	Pending – Non-Final Action
C & DESIGN	78/200,382	January 6, 2003	Pending – Non-Final Action
SMART-LIFT	78/200,392	January 6, 2003	Pending – Non-Final Action
Q-LATCH	78/200,404	January 6, 2003	Pending – Non-Final Action
ALL-POINTS	78/200,410	January 6, 2003	Pending – Non-Final Action
Q2	78/214,859	February 14, 2003	Pending – Initialized