

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <b>Flex-O-Lite, Inc.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation - <u>Delaware</u> <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <b>Regiment Capital III, L.P.</b>  Internal Address: <b>222 Berkeley Street, 12<sup>th</sup> Floor</b>  Street Address: City: <b>Boston</b> State: <b>MA</b> Zip: <b>02116</b> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____  <input checked="" type="checkbox"/> Limited Partnership - <u>Delaware</u> <input type="checkbox"/> Corporation <input type="checkbox"/> Other:  If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other --  Execution Date: <b>August 27, 2004; effective date February 11, 2004</b>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <b>76/472703</b>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  B. Trademark Registration No.(s) <b>2854650; 2837095; 2837096; 2826184</b>				
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Reine H. Glanz, Esq.</b> Internal Address: <b>Schulte Roth &amp; Zabel LLP</b>  _____  Street Address: <b>919 Third Avenue</b>  City: <b>New York</b> State: <b>N.Y.</b> Zip: <b>10022</b>	6. Total number of applications and registrations involved: ..... <b>5</b>  7. Total fee (37 CFR 3.41)..... \$ <b>140.00</b> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  <b>500675 - Schulte Roth &amp; Zabel LLP</b>  (Attach duplicate copy of this page if paying by deposit account)				
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  <table style="width:100%; border: none;"> <tr> <td style="width:35%; text-align: center;"> <b>Reine H. Glanz, Esq.</b>  <hr/>                     Name of Person Signing                 </td> <td style="width:35%; text-align: center;">   <hr/>                     Signature                 </td> <td style="width:30%; text-align: center;"> <b>September 15, 2004</b>  <hr/>                     Date                 </td> </tr> </table> Total number of pages including cover sheet, attachments, and document: <b>5</b>			<b>Reine H. Glanz, Esq.</b> <hr/> Name of Person Signing	 <hr/> Signature	<b>September 15, 2004</b> <hr/> Date
<b>Reine H. Glanz, Esq.</b> <hr/> Name of Person Signing	 <hr/> Signature	<b>September 15, 2004</b> <hr/> Date			

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Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20331

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Flex-O-Lite, Inc., a Delaware Corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of February 11, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Regiment Capital III, L.P., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 27, 2004.

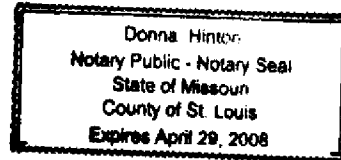
FLEX-O-LITE, INC.

By:   
Name: MICHAEL A. PRUSS  
Title: VP and CFO

STATE OF Missouri  
COUNTY OF St. Louis SS.:

On this 27 day of August, 2004, before me personally came Michael Pruss, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VP + CFO of Flex-O-Lite, Inc., a Delaware corporation and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Donna L. Hintz



SCHEDULE 1A TO ASSIGNMENT FOR SECURITYTRADEMARKS

<b>Company</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Flex-O-Lite, Inc.	US	SMC SERVICES & MATERIALS COMPANY & Design	2854650	06/15/2004
Flex-O-Lite, Inc.	US	TRAILBLAZER	2837095	04/27/2004
Flex-O-Lite, Inc.	US	TRAILBLAZER PLUS	2837096	04/27/2004
Flex-O-Lite, Inc.	US	TRAILBOSS	2826184	03/23/2004

TRADEMARK APPLICATIONS

<b>Owner</b>	<b>Country</b>	<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
Flex-O-Lite, Inc.	US	Miscellaneous Design (Highway Design)	76472703	12/24/2002

9709937.1

RECORDED: 09/17/2004

TRADEMARK  
REEL: 002939 FRAME: 0577