

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Administrative Agent		03/29/2005	Association:

**RECEIVING PARTY DATA**

<b>Name:</b>	Spacemaker Limited
<b>Street Address:</b>	c/o Arrow Group Industries, Inc.
<b>Internal Address:</b>	1680 Route 23 North
<b>City:</b>	Wayne
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07474
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1209723	SPACEMAKER
Registration Number:	1604497	SPACEMAKER
Registration Number:	1944836	PRO RACK
Registration Number:	2018743	PRO RACK DECOR
Serial Number:	75752493	EZEE RACK

**CORRESPONDENCE DATA**

**Fax Number:** (202)728-0744  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 2027216405  
**Email:** christine.wilson@t-t.com  
**Correspondent Name:** Thomson & Thomson  
**Address Line 1:** 1750 K Street, NW  
**Address Line 2:** Suite 200

CH \$140.00 1209723

Address Line 4: Washington, DELAWARE 20006

NAME OF SUBMITTER: CHRISTINE WILSON

Signature: /CHRISTINE WILSON/

Date: 03/29/2005

**Total Attachments: 9**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "**Release**") is dated as of March 29, 2005. Reference is hereby made to the Grant of Trademark Security Interest (the "**Grant**"), dated as of May 29, 2002, by and between, Spacemaker Limited, a corporation incorporated under the Business Corporations Act (Ontario) having a mailing address c/o Arrow Group Industries, Inc., 1680 Route 23 North, Wayne, New Jersey 07474 (the "**Assignor**") and Wells Fargo Bank, National Association., as Administrative Agent (the "**Assignee**") recorded with the United States Patent and Trademark Office on June 11, 2002, on Reel/Frame No. 2528/0972, a copy of which is attached hereto as Exhibit A.

Assignee hereby notifies, acknowledges to and agrees with Assignor that the security interest granted by Assignor in the Trademarks (as defined in the Grant) (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Assignee hereby releases and forever discharges all of its right, title and interest of any kind or nature in the Trademark Collateral granted, assigned or conveyed pursuant to the Grant.

The Assignee hereby agrees to take such further actions and to execute and deliver such further documents as Assignor may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral.

[signature page follows]

**IN WITNESS WHEREOF**, Assignee has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent**

By: *David Henry*  
Name: David Henry  
Title: Asst VP

**SCHEDULE A  
TO  
RELEASE OF TRADEMARK SECURITY INTERESTS**

**Registered Trademarks:**

	<b><u>Registered Owner</u></b>	<b><u>United States Trademark Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
1.	Spacemaker Limited	Spacemaker	1209723	09/21/82
2.	Spacemaker Limited	Spacemaker	1604497	07/03/90
3.	Spacemaker Limited	Pro Rack	1944836	01/02/96
4.	Spacemaker Limited	Pro Rack Décor	2018743	11/26/96

**Pending Trademarks:**

	<b><u>Applicant</u></b>	<b><u>United States Trademark Description</u></b>	<b><u>Application Number</u></b>	<b><u>File Date</u></b>
1.	Spacemaker Limited	Ezee Rack	75752493	07/16/99

06-20-2002

918,120-287

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RE



102128836

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.

<p>1. Name of conveying party(ies):</p> <p>Spacemaker Limited <u>6-11-02</u></p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> General Partnership      <input type="checkbox"/> Association</p> <p><input checked="" type="checkbox"/> Corporation                      <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Wells Fargo Bank, National Association, as Administrative Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>333 South Grand Avenue, 9<sup>th</sup> Floor</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input checked="" type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input type="checkbox"/> Corporation-State _____</p> <p><input type="checkbox"/> Other _____</p> <p>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)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>1. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Corporation-State</p> <p><input checked="" type="checkbox"/> Other: <u>Grant of Trademark Security Interest</u></p> <p>Execution Date: <u>May 29, 2002</u></p>		<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/752,493</u></p> <p>B. Trademark Registration No.(s) <u>2,018,743; 1,944,836; 1,604,497; and 1,207,723</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Lisa H. Juelle</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>O'MELVENY &amp; MYERS LLP</u></p> <p><u>400 South Hope Street</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071-2899</u></p>		<p>6. Total number of applications and registrations involved: ..... <u>5</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$140.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
<b>DO NOT USE THIS SPACE</b>			
<p>9. Statement and signature.</p> <p><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></p> <p><u>Lisa H. Juelle</u>                                      <u>[Signature]</u>                                      <u>June 11, 2002</u></p> <p>Name of Person Signing                                      Signature                                      Date</p> <p>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></p>			

06/19/2002 BYTME 00000147 75752493

40.00 US 100.00 US

Documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002528 FRAME: 0972

TRADEMARK REEL: 003054 FRAME: 0723

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, SPACEMAKER LIMITED**, a corporation organized, constituted and existing under the Business Corporations Act (Ontario) ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Arrow Group Industries, Inc., a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of May 29, 2002 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Interest Rate Agreements are entered into (in such capacity, collectively, "**Interest Rate Exchangers**"); and

**WHEREAS**, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of May 29, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Interest Rate Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Interest Rate Agreements, including without limitation the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Canadian Security Agreement dated as of May 29, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral; and

**WHEREAS**, the CIT Group/Business Credit, Inc. ("**CIT**") and Company have entered into that certain Financing Agreement dated as of May 29, 2002, pursuant to which CIT and the other Lenders thereunder (as defined therein) have agreed to extend certain financial accommodations (the "**CIT Indebtedness**") to Company; and

Grant of Trademark  
Security Interest

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**WHEREAS**, as security for the prompt payment and performance of the CIT Indebtedness, Grantor has granted CIT a first-priority security interest in the Trademark Collateral; and

**WHEREAS**, CIT and Secured Party have entered into that certain Intercreditor Agreement dated May 29, 2002 (the "**Intercreditor Agreement**"), establishing the various rights, priorities and interests as between CIT and Secured Party;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in Canada and any province thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in Canada and any province thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

Notwithstanding anything in the Security Agreement to the contrary, in the event of any conflict between any provision of the Security Agreement and the Intercreditor

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Agreement, the terms of the Intercreditor Agreement shall control and the conflicting provision of the Security Agreement shall be deemed to be inapplicable.

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Grant of Trademark  
Security Interest

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29<sup>th</sup> day of May, 2002

SPACEMAKER LIMITED

By: 

Name: George J. Smith

Title: President

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Grant of Trademark  
Security Interest

TRADEMARK  
REEL: 002528 FRAME: 0976

TRADEMARK  
REEL: 003054 FRAME: 0727

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Federal Trademarks in the name of "Spacemaker Limited"

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Spacemaker Limited	EZEE RACK & Design	75/752,493	July 16, 1999
Spacemaker Limited	PRO RACK DECOR	2,018,743	November 26, 1996
Spacemaker Limited	PRO RACK	1,944,836	January 2, 1996
Spacemaker Limited	SPACEMAKER	1,604,497	July 3, 1990
Spacemaker Limited	SPACEMAKER	1,209,723	September 21, 1982

LA1 972277

**RECORDED: 06/11/2002**

**TRADEMARK**  
**REEL: 002528 FRAME: 0977**

**RECORDED: 03/29/2005**

**TRADEMARK**  
**REEL: 003054 FRAME: 0728**