

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ark II Manufacturing, LLC		07/22/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Patriarch Partners Agency Services, LLC
Street Address:	227 West Trade Street
Internal Address:	Suite 1400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	533477	AMWELD
Registration Number:	1249578	STURDI-DOOR
Registration Number:	1357616	SOUNDSHIELD
Registration Number:	2427454	AMWELD
Registration Number:	2932537	A
Serial Number:	76613080	INDEPENDENCE HARDWARE BY AMWELD

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@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 80 State Street

CH \$165.00 533477

Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER: Christine Wilson

Signature: /CHRISTINE WILSON/

Date: 10/21/2005

Total Attachments: 4
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NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

THIS NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST (this "**Notice**"), is made by and between ARK II MANUFACTURING, LLC, a Delaware limited liability company (the "**Trademark Owner**"), and PATRIARCH PARTNERS AGENCY SERVICES, LLC, a Delaware limited liability company, as agent for itself and the Lenders referenced below (in such capacity, the "**Agent**").

WHEREAS, Trademark Owner has adopted, used and is using, and is the sole owner of the trademarks set forth on Schedule 1 hereof (collectively, the "**Trademarks**");

WHEREAS, Trademark Owner is the Borrower under that certain Secured Revolving Note dated as of July 22, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement) among Borrower, Agent, and lenders thereunder (the "**Lenders**");

WHEREAS, the Trademark Owner and Agent have entered into that certain Security Agreement, dated as of July 22, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, to secure the due and prompt payment and performance of the Obligations (as defined in the Security Agreement), Trademark Owner pledged, assigned, hypothecated and transferred, and granted to the Agent, for itself and for the benefit of the Lenders, a continuing security interest in all of the Trademark Owner's right, title and interest in certain collateral, including the Trademarks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the date of the Credit Agreement set forth above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, assignment and grant to the Agent, for itself and for the benefit of the Lenders, of a continuing security interest in and lien on and to the Trademarks and all registrations and applications for registrations of the Trademarks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Trademarks and together with all of Trademark Owner's right to sue and recover for infringement of the Trademarks, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances.

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IN WITNESS WHEREOF, this Notice has been duly executed, sealed and delivered by an authorized officer of each of the undersigned.

COPYRIGHT OWNER:

ARK II MANUFACTURING, LLC

By: _____

Michael McGowan
Name: Michael McGowan
Title: Chief Executive Officer

AGENT:

PATRIARCH PARTNERS AGENCY SERVICES,
LLC

By: _____

Lynn Tilton
Name: Lynn Tilton
Title: Manager

SCHEDULE 1
TO
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST
Trademark Registrations and Trademark Applications

MARK	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE
Amweld	Registered	71/587599	533477	9/15/49
Sturdi-Door	Registered	73/369415	1249578	7/15/60
Sounshield	Registered	73/521038	1357616	9/84
Amweld & Design	Registered	75/651892	2427454	7/99
Amweld Stylized	Registered	76/578901	2932537	7/31/99
Independence Hardware by Amweld	Application	76/613,080		N/A

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