

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

United Fixtures Acquisition Company, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: National City Business Credit, Inc.

Internal Address:

Street Address: 1965 East 6th Street, 4th Fl.

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship Association National banking association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/9/05

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,464,589 and 1,429,833

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sean M. Girdwood, Esquire

Internal Address:

Street Address: Thorp Reed & Armstrong, LLP One Oxford Centre, 301 Grant Street, 14th Fl.

City: Pittsburgh State: PA Zip: 15219-1425

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

20-0888

DO NOT USE THIS SPACE

9. Signature.

Jenifer S. Tarasi, Esquire Name of Person Signing

Jenifer S. Tarasi Signature

November 3, 2005 Date

Total number of pages including cover sheet, attachments, and document:

4

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

CH \$65.00 200888 1464589

**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, United Fixtures Acquisition Company, Inc., a Delaware corporation (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit and Security Agreement, dated of even date herewith, by and among the Grantor, the Guarantors (as defined in the Credit Agreement), National City Business Credit, Inc., an Ohio corporation ("NCBC"), the various other financial institutions party thereto (NCBC and such other financial institutions are each, a "Lender" and collectively, the "Lenders"), National City Bank, a national banking association, as the Issuer (as defined in the Credit Agreement) NCBC, as Agent for the Lenders and the Issuer (NCBC, in such capacity, the "Grantee") (as amended, modified or supplemented from time to time, the "Credit Agreement"), the Grantor is obligated to the Grantee, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee (for itself and for the benefit of the Lenders and the Issuer), a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Security Agreement).

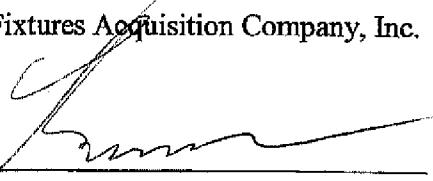
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor, pursuant to the Security Agreement, did and does grant to the Grantee (for itself and for the benefit of the Lenders and the Issuer) a security interest in the Trademark Collateral to secure prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee (for itself and for the benefit of the Lenders and the Issuer) with respect to the security interest in the Trademark Collateral granted hereby and under the Security Agreement 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 in this Assignment.

The Grantee's address is 1965 East 6<sup>th</sup> Street, 4<sup>th</sup> Floor, Cleveland, Ohio 44114.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed to be effective on the 9<sup>th</sup> day of June, 2005.

United Fixtures Acquisition Company, Inc.



By: \_\_\_\_\_

Name: **Thomas P. Guido**

Title: **Vice President**

**Schedule A**

<b><u>Title</u></b>	<b><u>Serial Number/TM Number</u></b>	<b><u>Filing Date/Grant Date</u></b>
National Store Fixtures, Inc. and Design	1,464,589	November 10, 1987
Thorack and Design	1,429,833	February 24, 1987