

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hirsh Industries, Inc.		05/24/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One South Wacker Drive		
Internal Address:	Suite 3400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1444158	TOOL STOOL	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-609-7838		
Email:	tsettle@vedderprice.com		
Correspondent Name:	Tammy S. Settle		
Address Line 1:	222 North LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	02795.00.0174/TSS		
NAME OF SUBMITTER:	Tammy S. Settle		
Signature:	/tsettle/		

CH \$40.00 1444158

Date:

06/30/2006

Total Attachments: 8

source=TMKHirsh#page1.tif

source=TMKHirsh#page2.tif

source=TMKHirsh#page3.tif

source=TMKHirsh#page4.tif

source=TMKHirsh#page5.tif

source=TMKHirsh#page6.tif

source=TMKHirsh#page7.tif

source=TMKHirsh#page8.tif

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of May 24, 2006, made by Hirsh Industries, LLC, a Delaware limited liability company, having its chief executive office at 11229 Aurora Avenue, Urbandale, Iowa 50322 ("Pledgor") and Bank of America, N.A., a national banking association ("BOA"), as agent for the "Lenders" (as hereinafter defined) (BOA, in such capacity, "Agent").

WITNESSETH:

WHEREAS, Pledgor, Hirsh Industries, Inc. ("Hirsh"), InstallPro Inc. ("InstallPro"), and Merchandising Equipment Group, LLC ("MEG"; Pledgor, Hirsh, InstallPro and MEG are sometimes hereinafter collectively referred to as "Borrowers"), the lender signatories thereto ("Lenders") and Agent have entered into that certain Fifth Amended and Restated Loan and Security Agreement of even date herewith (as the same may hereafter be amended or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lenders have, subject to certain conditions precedent, agreed to make loans, advances and other financial accommodations (collectively, the "Loans") to Borrowers; and

WHEREAS, Agent and Lenders have required as a condition, among others, to the making of the Loans to Borrowers, in order to secure the prompt and complete payment, observance and performance of all of Borrowers' obligations and liabilities hereunder, under the Loan Agreement, and under all of the other instruments, documents and agreements executed and delivered by any Borrower to Agent and Lenders in connection with the Loan Agreement (all such obligations and liabilities being hereinafter referred to collectively as the "Obligations"), that Pledgor execute and deliver this Agreement to Agent for its benefit and the ratable benefit of Lenders;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor agrees as follows:

1. Defined Terms.

- (a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.
- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Pledgor hereby grants to Agent, for its benefit and the ratable benefit of Lenders, a first priority security interest in, having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Pledgor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks and service applications listed on Schedule A (such registered trademarks, trademark registrations, registered service marks and service applications being referred to collectively as the "Registered Marks") and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Pledgor's rights corresponding thereto throughout the world (all of the foregoing Registered Marks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of Pledgor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications, whether Pledgor is a licensor or licensee under any such license agreement, including but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in, connection with the enforcement of Agent's or Lenders' rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Pledgor will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent, for its benefit and the ratable benefit of Lenders, under this Agreement or the rights associated with those Trademarks which are necessary in, or desirable in, the operation of Pledgor's business.

4. New Trademarks. Pledgor represents and warrants that the Registered Marks and Licenses listed on Schedules A and B, respectively, are all of the registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications and license agreements in connection therewith now owned or held by Pledgor in the United States. If, prior to the termination of this Agreement, Pledgor shall (i) obtain rights to any new registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications or license agreements in connection therewith in the United States or (ii) become entitled to the benefit of any registered trademark, trademark registration, trademark application, registered service mark or service mark application in the United States, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Agent prompt written notice thereof. Pledgor hereby authorizes Agent to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any such future registered trademarks, trademark registrations, trademark applications, registered service marks, service mark applications and license agreements in connection therewith that are Trademarks or Licenses under Section 2, or under this Section 4, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks, service mark applications and license agreements in connection with registered trademarks, trademark applications, registered service marks, and service mark applications which are Registered Marks or Licenses under Section 2 or this Section 4.

5. Royalties. Pledgor hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent or any Lender to Pledgor.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Commitment Termination Date.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, at any reasonable time and from time to time to inspect Pledgor's premises and to examine Pledgor's books, records and operations relating to the Trademarks, including, without limitation, Pledgor's quality control processes; provided, that in conducting such inspections and examinations, Agent shall use its best efforts not to disturb unnecessarily the conduct of Pledgor's ordinary business operations. Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of Agent, which consent will not be unreasonably withheld or delayed.

8. Duties of Pledgor. Pledgor shall have the duty to the extent desirable in the normal conduct of Pledgor's business and consistent with Pledgor's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Registered Marks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Pledgor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Pledgor's rights in

18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Pledgor, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Agent, and Agent shall advise Pledgor of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Pledgor shall have the right to effect recordal of such satisfaction or termination at the expense of Pledgor in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Pledgor. Agent and Pledgor shall cooperate to effect all such recordals hereunder.

(Signature Page Follows)

Signature Page to Trademark and License Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

HIRSH INDUSTRIES, LLC

By: 

Name: HUGH EKBERG

Title: PRESIDENT

Signature Page to Trademark and License Security Agreement

Accepted and agreed to as of this 24th day of
May, 2006.

BANK OF AMERICA, N.A., as Agent

By: _____

Name: Robert Bartkewicz

Title: SVP

SCHEDULE A

Trademark and License Security Agreement

Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>
2500 SERIES	Hirsh Industries, LLC	US	76/609844	30-Aug-04
3000 SERIES	Hirsh Industries, LLC	US	76/609845	30-Aug-04
BASIC FILE	Hirsh Industries, LLC	US	76/522053	09-Jun-03
CREATE-A-DESK	Hirsh Industries, LLC	US	76/636374	13-Dec-04
HL 10000 SERIES	Hirsh Industries, LLC	US	76/609848	03-Aug-04
HL5000 SERIES	Hirsh Industries, LLC	US	76/609847	30-Aug-04
HL 1000 SERIES	Hirsh Industries, LLC	US	76/609846	30-Aug-04

Trademark Registrations

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACCENT FILE	Hirsh Industries, LLC	US	2842715	18-May-04
H and design	Hirsh Industries, LLC	US	2659904	10-Dec-02
HIRSH	Hirsh Industries, LLC	US	2906935	30-Nov-04
HIRSH INDUSTRIES (block letters)	Hirsh Industries, LLC	US	2771939	07-Oct-03
IRON HORSE (block letters)	Hirsh Industries, LLC	US	2507666	13-Nov-01
IRON HORSE and design	Hirsh Industries, LLC	US	1141990	02-Dec-80
OFFICE DESIGNS (block letters)	Hirsh Industries, LLC	US	2140074	03-Mar-98
OFFICE DESIGNS (block letters)	Hirsh Industries, LLC	US	2632200	08-Oct-02
OFFICE DESIGNS (stylized)	Hirsh Industries, LLC	US	2625521	24-Sep-02
OFFICE DIMENSIONS	Hirsh Industries, LLC	US	2053129	15-Apr-97
READY FILE	Hirsh Industries, LLC	US	2842714	18-May-04
SHELF HELP	Hirsh Industries, LLC	US	2427884	13-Feb-01
SMART-FILE	Hirsh Industries, LLC	US	2097611	16-Sep-97
SPACE SOLUTIONS	Hirsh Industries, LLC	US	2424488	30-Jan-01
SPACE SOLUTIONS	Hirsh Industries, LLC	US	2615686	03-Sep-02

Trademark	Owner	Jurisdiction	Registration Number	Registration Date
SPACE SOLUTIONS and design	Hirsh Industries, LLC	US	2655281	03-Dec-02
TOOL STOOL	Hirsh Industries, LLC	US	1444158	23-Jun-87
ULTRA-FILE	Hirsh Industries, LLC	US	2097612	16-Sep-97
VALU-FILE (stylized)	Hirsh Industries, LLC	US	1431989	10-Mar-87