

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
Raabe Company LLC		07/28/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76125642	RAABE	
Serial Number:	76207420	RAABE	
Serial Number:	76290426	SPECTRAFILL	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414 277 5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$90.00 76125642

Date:

08/18/2006

Total Attachments: 5

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**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as of July 28, 2006, by and from **RAABE COMPANY LLC** (the "Assignor"), a Delaware limited liability company, whose principal address is N92W14701 Anthony Avenue, Menomonee Falls, Wisconsin 53051, to and in favor of **M&I MARSHALL & ILSLEY BANK** (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor and Assignee have entered into an Amended and Restated Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), all listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:


- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks, or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(signature page follows)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

RAABE COMPANY LLC

By: 
Name: M. Arnet Bunnegard
Title: Vice President

Signature Page to Confirmatory Assignment of Security Interest
in United States Trademarks

TRADEMARK
REEL: 003372 FRAME: 0455

STATE OF Michigan)
) SS.
COUNTY OF Wayne)

Michael Beauregard, known to me to be the Vice President, Treasurer and Assistant Secretary of RAABE COMPANY LLC, personally came before me this 29th day of July, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Trademarks on behalf of RAABE COMPANY LLC and pursuant authority duly received.

(SEAL)

Rita K. Torchia
Notary Public, State of _____
My Commission _____

Rita K. Torchia
Notary Public, State of Michigan, County of Wayne
My Commission Expires March 24, 2012
Acting in the County of Wayne

Notary Page to Confirmatory Assignment of Security Interest
in United States Trademarks

TRADEMARK
REEL: 003372 FRAME: 0456

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARKS

Mark	Reg. No. (Serial No.)	Reg. Date (Filing Date)
Raabe	76125642	1/29/2002
Raabe	76207420	1/29/2002
Spectrafill	76290426	12/10/2002

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