

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Trademark Collateral Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ark II Manufacturing, LLC		08/15/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	PATRIARCH PARTNERS AGENCY SERVICES, LLC
Street Address:	227 West Trade Street, Suite 400
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	0533477	AMWELD
Registration Number:	1249578	STURDI-DOOR
Registration Number:	1357616	SOUNDSHIELD
Registration Number:	2427454	AMWELD
Registration Number:	2932537	A
Serial Number:	78897123	LIBERTY
Serial Number:	76613080	INDEPENDENCE HARDWARE BY AMWELD

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-756-9292  
 Email: christine.wilson@thomson.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 80 State Street

CH \$190.00 0533477

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

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/07/2006

Total Attachments: 6  
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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 First Amended Credit Agreement dated as of August 15, 2006 (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 First Amended Security Agreement, dated as of August 15, 2006 (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, collaterally 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;

**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

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above, to secure the due and prompt payment and performance of the Obligations, Trademark Owner hereby confirms its pledge, collateral 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 other than Permitted Liens.

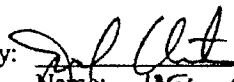
**[Remainder of page intentionally left blank]**

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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.

**TRADEMARK OWNER:**

ARK II MANUFACTURING, LLC

By:   
Name: JOEL CHRISTMAN  
Title: CFO

**AGENT:**

PATRIARCH PARTNERS AGENCY SERVICES,  
LLC

By: \_\_\_\_\_  
Name: Lynn Tilton  
Title: Manager

NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

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

**TRADEMARK OWNER:**

ARK II MANUFACTURING, LLC

By: \_\_\_\_\_  
Name:  
Title:

**AGENT:**

PATRIARCH PARTNERS AGENCY SERVICES,  
LLC

By:  \_\_\_\_\_  
Name: Lynn Tjimon  
Title: Manager

NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

SCHEDULE 1  
TO  
NOTICE OF TRADEMARK COLLATERAL SECURITY INTEREST

Trademarks and Trademark Applications

MARK	STATUS	SERIAL NO.	REG. NO.	FIRST USE DATE	INTENT TO USE	OWNER INFORMATION
Amweld	Renewed	71/587599	533477	9/49	N/A	Ark II Manufacturing, LLC Security Interest: Shawmut Capital Corporation, Patriarch Partners Agency Services, LLC and Congress Financial Corporation (Central)
Sturdi-Door	Registered	73/369415	1249578	7/60	N/A	Ark II Manufacturing, LLC Security Interest: The First National Bank of Boston, Shawmut Capital Corporation, Patriarch Partners Agency Services, LLC and Congress Financial Corporation (Central)
Soundshield	Renewed	73/521038	1357616	9/84	N/A	Ark II Manufacturing, LLC Security Interest: Shawmut Capital Corporation, Patriarch Partners Agency Services, LLC and Congress Financial Corporation (Central)
Amweld & Design	Registered	75/651892	2427454	7/99	N/A	Ark II Manufacturing, LLC Security Interest: Patriarch Partners Agency Services, LLC and Congress Financial Corporation (Central)

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Amweld Stylized	Registered	76/578901	2932537	7/99	N/A	Ark II Manufacturing, LLC  Security Interest: Patriarch Partners Agency Services, LLC
<b>Application:</b>						
Liberty	Pending	78/897,123	N/A	N/A	Yes	Ark II Manufacturing, LLC
Independence Hardware by Amweld	Pending-Initialized	76/613,080	N/A	N/A	Yes	Ark II Manufacturing, LLC Security Interest: Patriarch Partners Agency Services, LLC
The Edge	Application in Process					Ark II Manufacturing, LLC

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