# 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
Consolidated Commercial Controls, Inc.		10/31/2007	CORPORATION: 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:	Bank: WISCONSIN	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2244517	ICS

# **CORRESPONDENCE DATA**

Fax Number: (414)978-8675

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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/
Date:	02/05/2008

TRADEMARK REEL: 003712 FRAME: 0411

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#### Total Attachments: 4

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# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (the "Confirmatory Grant") is made as of October 31, 2007 by and from CONSOLIDATED COMMERCIAL CONTROLS, INC., a Delaware corporation whose principal address is c/o Pfingsten Partners, L.L.C., 520 Lake Cook Road, Suite 375, Deerfield, Illinois 60015, (the "Debtor"), and M&I MARSHALL & ILSLEY BANK, as Agent for the benefit of the Lenders under the Loan Agreement and with respect to the Swap Obligations and individually and on behalf of its affiliates with respect to Credit Card Obligations (as defined in the Security Agreement referenced below) (M&I Marshall & Ilsley Bank, for itself and as Agent for the Lenders, is hereinafter referred to as the "Secured Party"), whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Debtor and Secured Party have entered into a Loan Agreement dated as of April 28, 2006, which Loan Agreement has been amended and restated in the Amended and Restated Loan Agreement dated as of October 31, 2007, and a Security Agreement dated as of April 28, 2006 (the latter agreement, as amended from time to time, referred to as the "Security Agreement").

WHEREAS, the Debtor has adopted, used and is using the trademark listed on Exhibit A attached hereto (the "Trademark"), which Trademark is registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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. <u>Definitions</u>. 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 Grant is made to secure the satisfactory performance and payment of all the Obligations of Debtor (as defined in the Security Agreement), pursuant to the Security Agreement. Upon the payment in full of all Obligations, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Debtor an instrument in writing releasing the security interest in the Trademark acquired under this Confirmatory Grant.

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(b) The Debtor hereby grants to Secured Party a security interest in (1) all of Debtor's right, title and interest in and to the Trademark set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Debtor, together with (2) all proceeds and products of the Trademark, (3) the goodwill of the business with which the Trademark is associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademark or unfair competition regarding the same.

IN WITNESS WHEREOF, the Debtor has executed this Confirmatory Grant of Security Interest effective as of the above-indicated date.

> CONSOLIDATED COMMERCIAL CONTROLS, INC.

Name: Scott A. Finegan

Title: Vice President and Secretary

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Signature Page for Confirmatory Grant of Security Interest in United States Trademark

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK Exhibit A - SCHEDULE OF TRADEMARK

# TRADEMARK REGISTRATION

Mark	Registration No.	Issue Date
ICS and Design	2244517	05/11/1999

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**RECORDED: 02/05/2008**