

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
Anthony, Inc.		06/15/2011	CORPORATION: DELAWARE
VAL Temperbent Glass, L.P.		06/15/2011	LIMITED PARTNERSHIP: GEORGIA
Equipment Brokers, Inc.		06/15/2011	CORPORATION: IOWA

RECEIVING PARTY DATA

Name:	Ares Capital Corporation
Street Address:	12391 Montero Avenue
City:	Sylmar
State/Country:	CALIFORNIA
Postal Code:	91342
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3139722	AI
Registration Number:	3139723	AI
Registration Number:	1594861	ANTHONY
Registration Number:	1040522	ANTHONY
Registration Number:	1529583	ARDCO
Registration Number:	1875177	DISPLAYRITE
Registration Number:	2936747	ELIMINAATOR BY ANTHONY
Registration Number:	2978142	ELS
Registration Number:	2978143	ELS/CONNEXION
Registration Number:	1289961	SWINGLINE 3
Registration Number:	1440625	TEMPERBENT
Registration Number:	3663525	TRAUSCH INDUSTRIES

CH \$390.00 3139722

Serial Number:	77937582	ANTHONY
Serial Number:	77937576	ANTHONY
Serial Number:	77937568	

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-969-3000
Email: trademark@proskauer.com
Correspondent Name: Proskauer Rose LLP - Jenifer deWolf Paine
Address Line 1: Eleven Times Square
Address Line 2: Trademark Fileroom
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-069 TM SEC AGR
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	06/16/2011

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative Agent for the Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (a) all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

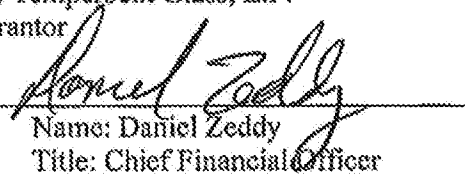
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

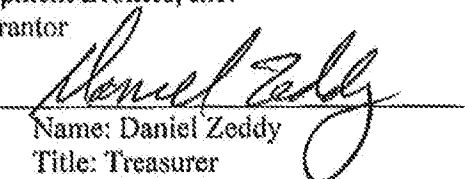
Anthony, Inc.
as Grantor

By: 
Name: Daniel Zeddy
Title: Chief Financial Officer

VAL Temperbent Glass, L.P.
as Grantor

By: 
Name: Daniel Zeddy
Title: Chief Financial Officer

Equipment Brokers, Inc.
as Grantor

By: 
Name: Daniel Zeddy
Title: Treasurer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004564 FRAME: 0500

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: _____

Name:

Title:

SCOTT LEW
AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	App No./ App	Date	Reg No./ Reg	Date	Owner
AI & Design	Australia	950395	11-Apr-2003	950395	03-Nov-2003	Anthony, Inc.
ANTHONY	Australia	324356	23-Nov-1978	324356	08-Apr-1983	Anthony, Inc.
ANTHONY & Design	Australia	744948	26-Sep-1997	744948	05-Jun-1998	Anthony, Inc.
AI & Design	Canada	1174866	14-Apr-2003	TMA705152	21-Jan-2008	Anthony, Inc.
ANTHONY	Canada	0634094	12-Jun-1989	TMA370172	29-Jun-1990	Anthony, Inc.
ANTHONY & Design	Canada	0380627	18-Nov-1974	TMA212805	19-Mar-1976	Anthony, Inc.
ARDCO	Canada	0364101	03-May-1973	TMA201284	23-Aug-1974	Anthony, Inc.
CONNEXION	Canada	0875350	16-Apr-1998	TMA532036	31-Aug-2000	Anthony, Inc.
SWINGLINE 180	Canada	0334893	22-Jul-1970	TMA177524	06-Aug-1971	Anthony, Inc. (registered to Ardco Holdings, Inc.)
TEMPERBENT	Canada	0578281	17-Feb-1987	TMA337928	11-Mar-1988	VAL Temperbent Glass, L.P. (registered to Temperbent Glass, L.P.)
AI & Design	European Union	003115334	31-Mar-2003	003115334	17-Jan-2005	Anthony, Inc.
ANTHONY & Design	European Union	009268699	23-Jul-2010	009268699	07-Jan-2011	Anthony, Inc.
ARDCO	European Union	002840650	05-Sep-2002	002840650	11-May-2004	Anthony, Inc.
ELS	European Union	002547958	24-Jan-2002	002547958	22-Mar-2004	Anthony, Inc.
ANTHONY	France	962059	19-Oct-1988	1527313	19-Oct-1989	Anthony, Inc.
ANTHONY & Design	France	1290730	28-Nov-1974	1290730	25-Nov-1984	Anthony, Inc.
ANTHONY	Germany	A45229/11W	27-Sep-1988	1144025	02-Aug-1989	Anthony, Inc.
ANTHONY & Design	Germany	A2655119WZ	19-Nov-1974	947246	27-Jul-1976	Anthony, Inc.
ARDCO	Germany	A29071/11W	11-Mar-1977	981502	01-Feb-1979	Anthony, Inc.
ANTHONY	Italy	MI1989C19250	24-Mar-1989	555146 New #888069	28-Nov-1991	Anthony, Inc.
ANTHONY & Design	Italy	MI1989C19253	24-Mar-1989	555149 New #888068	28-Nov-1991	Anthony, Inc.

Al & Design	Japan	2003-028651	09-Apr-2003	4771645	21-May-2004	Anthony, Inc.
ANTHONY	Japan	63-110495	29-Sep-1988	2311520	28-Jun-1991	Anthony, Inc.
ANTHONY	Japan	2001-009883	07-Feb-2001	4556502	05-Apr-2002	Anthony, Inc.
ANTHONY & Design	Japan	3-63296/91	19-Jun-1991	2577247	30-Sep-1993	Anthony, Inc.
Al & Design	Mexico	595314	03-Apr-2003	800925	23-Jul-2003	Anthony, Inc.
Al & Design	Mexico	595315	03-Apr-2003	849920	14-Sep-2004	Anthony, Inc.
Al & Design	Mexico	595316	03-Apr-2003	820348	03-Feb-2004	Anthony, Inc.
Al & Design	Mexico	595317	03-Apr-2003	801575	24-Jul-2003	Anthony, Inc.
ANTHONY	Mexico	339633	14-Jul-1998	703877	26-Jun-2001	Anthony, Inc.
ANTHONY & Design	Mexico	339634	14-Jul-1998	750043	31-May-2002	Anthony, Inc. (registered to Anthony's Manufacturing Company, Inc.)
ELS	Mexico	529054	23-Jan-2002	763763	30-Sep-2002	Anthony, Inc.
ELS	Mexico	529055	23-Jan-2002	776751	31-Jan-2003	Anthony, Inc.
Al & Design	New Zealand	676244	31-Mar-2003	676244	29-Mar-2004	Anthony, Inc.
Al & Design	New Zealand	676245	31-Mar-2003	676245	29-Mar-2004	Anthony, Inc.
Al & Design	New Zealand	676246	31-Mar-2003	676246	29-Mar-2004	Anthony, Inc.
Al & Design	New Zealand	676247	31-Mar-2003	676247	29-Mar-2004	Anthony, Inc.
ARDCO	Norway	197702640	29-Sep-1977	104798	17-Apr-1980	Anthony, Inc.
Al & Design	South Africa	2003/05705	07-Apr-2003	2003/09705	17-Oct-2007	Anthony, Inc.
Al & Design	South Africa	2003/05706	07-Apr-2003	2003/05706	17-Oct-2007	Anthony, Inc.
Al & Design	South Africa	2003/05707	07-Apr-2003	2003/05707	17-Oct-2007	Anthony, Inc.
Al & Design	South Africa	2003/05708	07-Apr-2003	2003/05708	17-Oct-2007	Anthony, Inc.
ELS	South Africa	2002/00457	15-Jan-2002	2002/00457	28-Feb-2008	Anthony, Inc.
ELS	South Africa	2002/00458	15-Jan-2002	2002/00458	07-Apr-2008	Anthony, Inc.
ELS	South Africa	2002/00459	15-Jan-2002	2002/00459	28-Feb-2008	Anthony, Inc.
ELS	South Africa	2002/00460	15-Jan-2002	2002/00460	03-Mar-2008	Anthony, Inc.
ANTHONY	United Kingdom	1360823	18-Oct-1988	1360823	01-Feb-1991	Anthony, Inc.
ANTHONY & Design	United Kingdom	2198094	21-May-1999	2198094	28-Jul-2000	Anthony, Inc.
TEMPERBENT	United Kingdom	1301215	17-Feb-1987	1301215	14-Jul-1988	VAL Temperbent Glass L.P.
Al	United States	78/174428	15-Oct-2002	3139722	05-Sep-2006	Anthony, Inc.
Al & Design	United States	78/174443	15-Oct-2002	3139723	05-Sep-2006	Anthony, Inc.
ANTHONY	United States	73/790682	03-Apr-1989	1594861	08-May-1990	Anthony, Inc.
ANTHONY & Design	United States	73/066911	24-Oct-1975	1040522	01-Jun-1976	Anthony, Inc.

ARDCO	United States	73/705373	13-Jan-1988	1529583	14-Mar-1989	Anthony, Inc.
DISPLAYRITE	United States	74/451368	21-Oct-1993	1875177	24-Jan-1995	Anthony, Inc.
ELIMINAATOR BY ANTHONY & Design	United States	78/026895	20-Sep-2000	2936747	29-Mar-2005	Anthony, Inc. d/b/a Anthony International
ELS	United States	78/075759	25-Jul-2001	2978142	26-Jul-2005	Anthony, Inc.
ELS/CONNEXION	United States	78/075761	25-Jul-2001	2978143	26-Jul-2005	Anthony, Inc.
SWINGLINE 3	United States	73/392739	29-Sep-1982	1289961	14-Aug-1984	Anthony, Inc.
TemperBent	United States	73/615730	20-Aug-1986	1440625	26-May-1987	VAL Temperbent Glass L.P.
TRAUSCH INDUSTRIES & Design	United States	77/658720	28-Jan-2009	3663525	04-Aug-2009	Equipment Brokers, Inc.

2. TRADEMARK APPLICATIONS

Trademark	Country	App No./ App	Date	Owner
ANTHONY & Shield Logo	Argentina	3017616	21-Jul-2010	Anthony, Inc.
ANTHONY & Shield Logo	Argentina	3017617	21-Jul-2010	Anthony, Inc.
ANTHONY & Shield Logo	Argentina	3017618	21-Jul-2010	Anthony, Inc.
ANTHONY & Shield Logo	Argentina	3017619	21-Jul-2010	Anthony, Inc.
ANTHONY & Shield Design	Australia	1372987	20-Jul-2010	Anthony, Inc.
ANTHONY & Design	Brazil	830723641	16-Aug-2010	Anthony, Inc.
ANTHONY & Design	Brazil	830723633	16-Aug-2010	Anthony, Inc.
ANTHONY & Design	Brazil	830723617	16-Aug-2010	Anthony, Inc.
ANTHONY & Design	Brazil	830723625	16-Aug-2010	Anthony, Inc.
Al & Design	Brazil	825429315	14-Apr-2003	Anthony, Inc.
Al & Design	Brazil	825429323	14-Apr-2003	Anthony, Inc.
Al & Design	Brazil	825429340	14-Apr-2003	Anthony, Inc.
ANTHONY SHIELD & Logo	Chile	913732	20-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	China	8510874	26-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	China	8510872	26-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	China	8510873	26-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	China	8510875	26-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Japan	2010-57864	22-Jul-2010	Anthony, Inc.

ANTHONY SHIELD & Logo	Korea	40-2010-00328295	22-Jul-2010	Anthony, Inc.
ANTHONY & Design	New Zealand	1372987	20-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	New Zealand	827531	20-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Singapore	T10092231	21-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	South Africa	2010/11783	02-Jun-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	South Africa	2010/11781	02-Jun-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	South Africa	2010/11782	02-Jun-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	South Africa	2010/11779	02-Jun-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	South Africa	2010/11780	02-Jun-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Thailand	774022	21-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Thailand	774021	21-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Thailand	774020	21-Jul-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Thailand	774019	21-Jul-2010	Anthony, Inc.
ANTHONY	United States	77/937582	17-Feb-2010	Anthony, Inc.
Anthony & Shield Logo	United States	77/937576		Anthony, Inc.
Design Only	United States	77/937568	17-Feb-2010	Anthony, Inc.
ANTHONY SHIELD & Logo	Vietnam	4-2010-17437		Anthony, Inc.