



101520047

11-9-00
Tab settings

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Hirsh Industries, Inc.

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State IA
 - Other _____
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Blocksom & Co., as Collateral Agent

Internal Address: _____

Street Address: c/o Vanguard Investment Co.
12700 Preston Rd., Ste. 190

City: Dallas State: TX Zip: 75230

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State DE
- Other _____

If assignee is not domiciled in the United States, a designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

October 18, 2000

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)
Please see Schedule A attached hereto.

B. Trademark Registration
Please see Schedule A attached hereto.

Additional numbers attached? Yes

5. Name and address of party to whom correspondence should be mailed:

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
S WASHINGTON DC 20004

6. Total number of applications and registrations 20

7. Total fee (37 CFR 3.41) \$ 515.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Todd Ramstrom
Name of Person

Todd Ramstrom
Signature

11/06/00
Date

Total number of pages including cover sheet, attachments, and document 16

SCHEDULE A

<u>Mark</u>	<u>Owner of Record</u>	<u>Reg. No.</u> [Appl. No.]	<u>Reg. Date</u> [Filing Date]	<u>Country</u>
EASYFILE DESIGN and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA387017	7/26/91	Canada
H and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,500]	[5/27/99]	U.S.
HIRSH INDUSTRIES	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,594]	[5/27/99]	U.S.
HIRSH SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,867,654	12/13/94	U.S.
HIRSH SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 447974	9/22/95	Canada
IRON HORSE INDUSTRIAL STRENGTH and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,501]	[5/27/99]	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,898,555	6/13/95	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 514524	8/16/99	Canada
MMEG and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,015,808	7/15/75 renewed 7/15/95	U.S.
MEGA RACK	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,657,803	9/17/91	U.S.
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 463,201	9/6/96	Canada
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,140,074	3/3/98	U.S.
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,595]	[5/27/99]	U.S.
OFFICE DESIGNS and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,806]	[5/27/99]	U.S.
OFFICE DIMENSIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,053,129	4/15/97	U.S.
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,585]	[5/27/99]	U.S.
SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-605,400]	[5/27/99]	U.S.
SMART-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,097,611	9/16/97	U.S.
SMART-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 504404	11/20/98	Canada
SPACE ORGANIZER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,314,662	1/15/85	U.S.
SPACE ORGANIZER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 314147	5/9/86	Canada
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-606,520]	[12/16/98]	U.S.
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,520]	[5/27/99]	U.S.

<u>Mark</u>	<u>Owner of Record</u>	<u>Reg. No.</u> [Appl. No.]	<u>Reg. Date</u> [Filing Date]	<u>Country</u>
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[101914300]	[7/16/99]	Canada
STORAGE STACKER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,403,168	7/29/86	U.S.
TOOL STOOL	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,444,158	6/23/87	U.S.
ULTRA-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,097,612	9/16/97	U.S.
ULTRA-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[83914300]	[3/12/97]	Canada

THE RIGHTS AND REMEDIES OF THE NOTE HOLDERS (AS DEFINED BELOW) UNDER THIS TRADEMARK AND LICENSE SECURITY AGREEMENT ARE SUBJECT TO AN INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 18, 2000 AMONG PRUDENTIAL CAPITAL PARTNERS, L.P. AND THE PARTIES LISTED ON THE PURCHASER SCHEDULE TO THE NOTE AGREEMENT (AS DEFINED BELOW).

TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT, dated as of October 18, 2000, is made by HIRSH INDUSTRIES, INC., an Iowa corporation, having its chief executive office at 1500 Delaware Avenue, Des Moines, Iowa 50317 ("the Company") in favor of Blocksom & Co., as Collateral Agent (in such capacity, together with its successors and assigns, the "Collateral Agent") under that certain Intercreditor and Collateral Agency Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement") for the benefit of the Note Holders (as hereinafter defined).

WITNESSETH:

WHEREAS, the Company has entered into a Subordinated Note Purchase Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Agreement") with the Purchasers listed on the Purchaser Schedule thereto (together with any other holders from time to time of the hereinafter described Notes, the "Note Holders") pursuant to which the Company has issued and sold to the Note Holders \$4,500,000 aggregate principal amount of its 18.00% Senior Subordinated Secured Notes due December 30, 2005 (the "Original Notes" and, together with any other Notes issued from time to time pursuant to the Note Agreement, including, without limitation, the PIK Notes, collectively, the "Notes"); and

WHEREAS, it is a condition to the agreement of the Note Holders to purchase the Original Notes that this Agreement shall have been executed and delivered and shall be in full force and effect and the Company shall have granted the security interest contemplated hereby;

NOW THEREFORE, in order to induce, and in consideration of, the execution and delivery of the Note Agreement and the purchase of the Notes by the Note Holders, the Company hereby covenants and agrees, and represents and warrants as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Note Agreement shall have the meanings specified in the Note Agreement.

(b) The words "hereof," "herein" and "hereunder" and words 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.

(d) The following terms shall have the following meanings:

"Agreement" means this Trademark and License Security Agreement, as amended, restated, supplemented or otherwise modified from time to time.

"Secured Obligations" means the following: (a) the full and prompt payment of the principal of, Yield-Maintenance Amount, if any, interest and all other amounts due with respect to the Notes or the Note Agreement from time to time outstanding (including, without limitation, the Contingent Interest Payment), as and when such amounts shall become due and payable, whether by lapse of time, upon redemption, prepayment or purchase, by extension or by acceleration or declaration or otherwise (including, without limitation, interest due on overdue payments of principal, Yield-Maintenance Amount, if any, or interest at the rate set forth in the Notes or any other amounts due thereunder or under the Note Agreement, including, without limitation, the Contingent Interest Payment) in coin or currency of the United States of America which at the time of payment or demand therefor shall be legal tender for the payment of public and private debts; (b) the full and prompt payment, performance and observance by the Company and any other Person (other than the Collateral Agent or the Note Holders) of all obligations, covenants, conditions and agreements contained in any Note Document; and (c) the full and prompt payment upon demand by any holder of any Note of all costs and expenses (including, without limitation, attorneys' fees and expenses), if any, as shall have been expended or incurred in the protection or enforcement of any right or privilege under the Notes, the Note Agreement, or any of the other Note Documents or in the protection or enforcement of any rights, privileges or liabilities thereunder or in any consultation or action in connection therewith.

“Security Agreement” Shall mean that certain Security Agreement dated of even date herewith executed by the Company and the Guarantors in favor of the Collateral Agent, as amended, restated, supplemented or otherwise modified from time to time.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Company hereby grants to the Collateral Agent, for its benefit and the ratable benefit of the Note Holders, a security interest, subject in priority only to any Lien permitted pursuant to paragraph 6C(1)(ii) of the Note Agreement, with power of sale to the extent permitted by applicable law, in and to all of the Company’s now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trade mark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trade marks, trademark applications, registered service marks and service applications listed on Schedule A, 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 the Company’s rights corresponding thereto throughout the world (all of the foregoing registered trademarks, 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 the Company’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 the Company 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 the Collateral Agent or any Note Holder’s rights under the Note 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. The Company will not, without the Collateral Agent’s prior written consent, enter into any agreement, including, without limitation, any

license agreement, which is inconsistent with this Agreement, and the Company 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 the Collateral Agent, for its benefit and the ratable benefit of the Note Holders, under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of the Company's business.

4. New Trademarks. The Company represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, tradenames, service marks, service mark registrations, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, tradenames, service marks, registered service marks and service mark applications now owned or held by the Company. If, prior to the termination of this Agreement, the Company shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registration, service mark applications or license agreements in connection with trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration or service mark application, the provisions of Section 2 shall automatically apply thereto and the Company shall give to the Collateral Agent prompt written notice thereof. The Company hereby authorizes the Collateral Agent to modify this Agreement by (i) amending Schedules A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, service mark registrations, service mark applications and trade names 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 trade marks, trademark applications, trade names, service marks, service mark applications and license agreements in connection with trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and trade names which are Trademarks or Licenses under Section 2 or this Section 4.

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

6. Nature and Continuation of the Collateral 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 Secured Obligations have been paid in full and the Note Agreement terminated.

7. Right to Inspect; Further Assignments and Security Interests. The Collateral Agent shall have the right, at any reasonable time and from time to time, to inspect the Company's premises and to examine the Company's books, records and operations relating to the Trademarks, including, without limitation, the Company's quality control processes; provided, that in conducting such inspections and examinations, the Collateral Agent shall use its best efforts not to disturb unnecessarily the conduct of the Company's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Note Agreement, the Company agrees that the Collateral Agent or a conservator appointed by the Collateral Agent, shall have the right to establish such reasonable additional product quality controls as the Collateral Agent or such conservator, in its sole judgment may deem necessary to assure maintenance of the quality of products sold by the Company under the Trademarks. The Company agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior written consent of the Collateral Agent, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of the Collateral Agent.

8. Duties of The Company. The Company shall have the duty, to the extent desirable in the normal conduct of the Company's business and consistent with the Company's current business practices (i) to prosecute diligently any trademark applications or service mark applications that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as the Company deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of the Company's rights in the trademark applications, service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by the Company. The Company shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or, to the Company's knowledge, shall be necessary or economically desirable in the operation of the Company's business. The Company agrees to retain an experienced trademark attorney reasonably acceptable to the Collateral Agent for the filing and prosecution of all such applications and other proceedings. Neither the Collateral Agent nor any Note Holder shall have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, neither the Collateral Agent nor any Note Holder shall be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Company and added to the Secured Obligations.

9. The Collateral Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Note Agreement, the Collateral Agent shall have the right but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Collateral Agent shall commence any such suit, the Company shall, at the request of the Collateral Agent, do any and all lawful acts and execute any

and all proper documents required by the Collateral Agent in aid of such enforcement. The Company shall, upon demand, promptly reimburse and indemnify the Collateral Agent for all costs and reasonable expenses incurred by the Collateral Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' fees and expenses). If, for any reason whatsoever, the Collateral Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Secured Obligations.

10. Waivers. No course of dealing between the Company and the Collateral Agent, and no failure to exercise or delay in exercising on the part of the Collateral Agent any right, power or privilege hereunder or under the Note Agreement shall operate as a waiver of any of the Collateral Agent's rights, powers or privileges. No single or partial exercise of any right power or privilege hereunder or under the Note Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The Collateral Agent's Exercise of Rights and Remedies upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Note Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, the Company acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral under the Security Agreement and the Collateral Agent shall have the right to exercise its rights under the Note Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, the Collateral Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Company's business.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. All of the Collateral Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Company hereby irrevocably appoints the Collateral Agent as the Company's

attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise to carry out the acts described below. Upon the occurrence and during the continuance of an Event of Default and the giving by the Collateral Agent of written notice to the Company of the Collateral Agent's intention to enforce its rights and claims against the Company, the Company hereby authorizes the Collateral Agent to, in its sole discretion (i) endorse the Company's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Collateral Agent deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. The Collateral Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 14 without taking like action with respect to the entire goodwill of the Company's business connected with the use of, and symbolized by, such Trademarks, the Company hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6. The Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent under the Note Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located.

15. Binding Effect: Benefits. This Agreement shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Collateral Agent, the Note Holders and their respective nominees, successors and assigns. The Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Company; provided, however that the Company shall not voluntarily assign its obligations hereunder without the prior written consent of the Collateral Agent. The Note Holders and any subsequent holder of the Notes may assign, indorse or transfer any instrument evidencing all or any part of the Secured Obligations as provided in, and in accordance with, the Note Agreement, and the holder of such instrument shall be entered to the benefits of this Agreement.

16. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK.

17. Notices. All notices or other communications provided for hereunder shall be in writing and sent by first class mail or nationwide overnight delivery service (with charges prepaid) and (i) if to the Collateral Agent, addressed to the Collateral Agent at the address specified for communications in the Collateral Agency Agreement, or at such other address as the Collateral Agent shall have specified to the other parties in writing, (ii) if to a Note Holder

that is a party to the Note Agreement, addressed to such Note Holder at the address specified for communications in the Purchaser Schedule attached to the Note Agreement, or at such other address as such Note Holder shall have specified to the other parties in writing, (iii) if to any other Note Holder, addressed to such other Note Holder at such address as such other Note Holder shall have specified to the other parties in writing or, if any such other Note Holder shall not have so specified an address to the other parties, then addressed to such other Note Holder in care of the last holder of such Note which shall have so specified an address to the other parties, and (iv) if to the Company, addressed to it at 1500 Delaware Avenue, Des Moines, Iowa 50317, Attention: Wayne Stewart, or at such other address as the Company shall have specified to the Collateral Agent and the Note Holders in writing, and with a courtesy copy to Katten Muchin Zavis, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60661, Attention: Bruce Wilson; provided, however, that any such communication to the Company may also, at the option of the Collateral Agent or any Note Holder, be delivered by any other means either to the Company at the address specified above or to any officer of the Company.

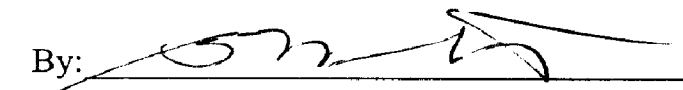
18. Section Headings. The section headings herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

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.

[Remainder of page intentionally left blank; signature page follows]

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

HIRSH INDUSTRIES, INC.

By: 
Name: G. Wayne Stewart
Title: President

STATE OF NY §
 §
 § SS
COUNTY OF NY §
 §

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 17th day of October, 2000, by G. Wayne Stewart personally known to me to be the President of HIRSH INDUSTRIES, INC., an Iowa corporation, on behalf of such corporation.

Jeanne A. DeCicco
Notary Public

My commission expires: _____

JEANNE A. DeCICCO
Notary Public, State of New York
No. 4751388
Qualified in Westchester County
Commission Expires February 28, 2001

SCHEDULE A
to Trademark and License Security Agreement

<u>Mark</u>	<u>Owner of Record</u>	<u>Reg. No.</u> [Appl. No.]	<u>Reg. Date</u> [Filing Date]	<u>Country</u>
EASYFILE DESIGN and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA387017	7/26/91	Canada
H and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,500]	[5/27/99]	U.S.
HIRSH INDUSTRIES	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,594]	[5/27/99]	U.S.
HIRSH SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,867,654	12/13/94	U.S.
HIRSH SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 447974	9/22/95	Canada
IRON HORSE INDUSTRIAL STRENGTH and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,501]	[5/27/99]	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,898,555	6/13/95	U.S.
IRON HORSE WORK SYSTEMS BY HIRSH	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 514524	8/16/99	Canada
MMEG and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,015,808	7/15/75 renewed 7/15/95	U.S.
MEGA RACK	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,657,803	9/17/91	U.S.
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 463,201	9/6/96	Canada
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,140,074	3/3/98	U.S.
OFFICE DESIGNS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,595]	[5/27/99]	U.S.
OFFICE DESIGNS and Design	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,806]	[5/27/99]	U.S.
OFFICE DIMENSIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,053,129	4/15/97	U.S.
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,585]	[5/27/99]	U.S.
SHELF HELP	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-605,400]	[5/27/99]	U.S.
SMART-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,097,611	9/16/97	U.S.
SMART-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 504404	11/20/98	Canada
SPACE ORGANIZER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,314,662	1/15/85	U.S.
SPACE ORGANIZER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	TMA 314147	5/9/86	Canada
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-606,520]	[12/16/98]	U.S.
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[75-714,520]	[5/27/99]	U.S.

<u>Mark</u>	<u>Owner of Record</u>	<u>Reg. No.</u> [Appln. No.]	<u>Reg. Date</u> [Filing Date]	<u>Country</u>
SPACE SOLUTIONS	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[101914300]	[7/16/99]	Canada
STORAGE STACKER	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,403,168	7/29/86	U.S.
TOOL STOOL	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	1,444,158	6/23/87	U.S.
ULTRA-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	2,097,612	9/16/97	U.S.
ULTRA-FILE	Hirsh Industries, Inc., f/k/a Steelworks, Inc.	[83914300]	[3/12/97]	Canada

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

Computer software license from System Software Associate of Chicago, Illinois