

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 |
|------------------------------|----------|----------------|-------------------------|
| Perrin Manufacturing Company | | 05/10/2007 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|-------------------|---------------------------|
| Name: | MFC Capital Funding, Inc. |
| Street Address: | 111 S. Wacker Dr. |
| Internal Address: | Suite 5050 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | CORPORATION: MINNESOTA |

PROPERTY NUMBERS Total: 8

| Property Type | Number | Word Mark |
|----------------------|----------|-------------|
| Registration Number: | 2093692 | CARD MASTER |
| Registration Number: | 2246840 | HITCH HIDER |
| Registration Number: | 2996646 | EDGE FX |
| Registration Number: | 3137531 | PANEL FX |
| Registration Number: | 2373116 | PERRINCRAFT |
| Registration Number: | 2747862 | EASY TOUCH |
| Registration Number: | 2402669 | TWISTER |
| Serial Number: | 77118147 | HITCH HIDER |

CORRESPONDENCE DATA

Fax Number: (312)258-5600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: mashton@schiffhardin.com
 Correspondent Name: Mark E. Ashton / Schiff Hardin LLP
 Address Line 1: 6600 Sears Tower

CH \$215.00 2093692

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 32231-0017

NAME OF SUBMITTER: Mark E. Ashton

Signature: /Mark E. Ashton/

Date: 05/25/2007

Total Attachments: 7

source=MFC trademark security agreement#page1.tif

source=MFC trademark security agreement#page2.tif

source=MFC trademark security agreement#page3.tif

source=MFC trademark security agreement#page4.tif

source=MFC trademark security agreement#page5.tif

source=MFC trademark security agreement#page6.tif

source=MFC trademark security agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 10, 2007, is made by **Perrin Manufacturing Company**, a California corporation (the "Company"), in favor of **MFC Capital Funding, Inc.**, a Minnesota corporation (the "Lender").

RECITALS

WHEREAS, the Company and the Lender have entered into a Credit Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to the Company;

WHEREAS, the Company and the Lender have entered into (a) a Security Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), and (b) a Patent, Copyright, License and Trademark Security Agreement dated as of May 10, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement and the IP Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the IP Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and the IP Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement or the IP Security Agreement, the Security Agreement or the IP Security Agreement, respectively, will govern. Each of the Company and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the Security Agreement and the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

FERRIN MANUFACTURING COMPANY

By: *Lawrence L. MacCormack*
Name: Lawrence L. MacCormack
Title: President

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC.

By: _____
Name: _____
Title: _____

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

PERRIN MANUFACTURING COMPANY

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

MFC CAPITAL FUNDING, INC.


By: Thomas G. Korte
Name: Thomas G. Korte
Title: Director

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for said State and County, do hereby certify that Lawrence MacCormack, personally known to me to be the President of Perrin Manufacturing Company, a California corporation (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said assignment as an officer of the Company and caused the seal of the Company to be affixed thereto, pursuant to authority given by the board of directors of the Company, as his/her free and voluntary act and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 9th day of May, 2007.

(NOTARIAL SEAL)



Notary Public

My Commission Expires: _____

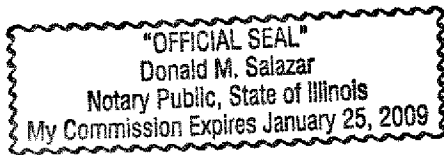
ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2009

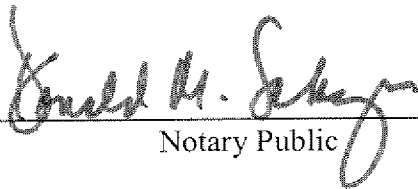
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Thomas G. Karle, personally known to me to be the Director of MFC Capital Funding, Inc., a Minnesota corporation, personally known to me to be the same person whose name is subscribed to the foregoing Trademark Security Agreement, appeared before me this day and acknowledged that he/she signed and delivered said agreement as an officer of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 10th day of May, 2007.

(NOTARIAL SEAL)





Notary Public

My Commission Expires: January 25, 2009

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

| Matter Name | Due Date | Issue No. | Issue Date | Serial No. | Filed |
|---------------------------|----------|-----------|------------|------------|------------|
| "CARD MASTER" & DESIGN | 9/02/07 | 2,093,692 | 09/02/1997 | 75/087,452 | 04/12/1996 |
| "HITCH HIDER" | 5/18/09 | 2,246,840 | 05/18/1999 | 75/445,113 | 03/05/1998 |
| "EDGE FX" | 9/20/11 | 2,996,646 | 09/20/2005 | 76/584,847 | 04/02/2004 |
| "PANEL FX" | 9/05/12 | 3,137,531 | 09/05/2006 | 76/584,848 | 04/02/2004 |
| "PERRINCRAFT" | 8/02/10 | 2,373,116 | 08/01/2000 | 75/085,330 | 04/08/1996 |
| "EASY TOUCH" | 08/05/09 | 2,747,862 | 08/05/2003 | 76/120,347 | 09/01/2000 |
| "TWISTER" | 11/07/10 | 2,402,669 | 11/07/2000 | 75/587,514 | 11/12/1998 |
| HITCH HIDER | | | | 77/118147 | 2/28/2007 |

CH2\1847462.2