

12-11-1998



100915286

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
 - License
 - Merger
 - Security Agreement
 - Change of Name
 - Other
- U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

12/10/1998 JHNDZ 00000165 09100793

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9624 FRAME: 0302

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09100793"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4381163"/>	<input type="text" value="4540321"/>	<input type="text" value="4375933"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4859128"/>	<input type="text" value="4695212"/>	<input type="text" value="4367060"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account


Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Kim Bernstein  November 12, 1998

Name of Person Signing Signature Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

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Patent Number(s)

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**PATENT
REEL: 9624 FRAME: 0304**

**SECOND AMENDMENT AND SUPPLEMENT
TO
PATENT SECURITY AGREEMENTS**

THIS SECOND AMENDMENT AND SUPPLEMENT TO PATENT SECURITY AGREEMENTS (this "Amendment") is made as of the 27th day of July, 1998, by and between KAYNAR TECHNOLOGIES INC., a Delaware corporation (the "Borrower") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (in its individual capacity, "GE Capital" and in its capacity as agent for Lenders, the "Agent").

WITNESSETH

WHEREAS, the Borrower and GE Capital entered into that certain Credit Agreement dated as of January 3, 1994, as amended and restated by the Amended and Restated Credit Agreement dated as of August 12, 1996, all as further amended as of December 17, 1996, April 30, 1997, June 25, 1997, October 23, 1997, December 5, 1997, January 21, 1998, May 29, 1998, and June 23, 1998 (collectively, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Borrower has executed and delivered to GE Capital that certain Security Agreement dated as of January 3, 1994, as amended and supplemented by that certain Amendment and Supplement to Security Agreement dated as of August 12, 1996, pursuant to which the Borrower has granted to GE Capital a security interest in substantially all of the Borrower's Property (collectively, the "Security Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Borrower has executed and delivered to GE Capital that certain Patent Security Agreement dated as of January 3, 1994, (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Patent Security Agreement"), pursuant to which the Borrower has granted to GE Capital a first mortgage and security interest in the Patents (as defined in the Patent Security Agreement) and Licenses (as defined in the Patent Security Agreement);

WHEREAS, the Borrower has executed and delivered to GE Capital a Supplemental Patent Security Agreement dated as of March 10, 1994 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Supplemental Patent Security Agreement," and with the Patent Security Agreement, the "Patent Security Agreements") pursuant to which the Borrower has granted to GE Capital a security interest in the Foreign Patents (as defined in the Supplemental Patent Security Agreement) and Foreign Licenses (as defined in the Supplemental Patent Security Agreement);

WHEREAS, the Borrower and GE Capital have entered into that certain Amendment and Supplement to Patent Security Agreements dated as of August 12, 1996 (the "Amendment and Supplement to Patent Security Agreements");

WHEREAS, the Borrower and GE Capital desire to amend and restate the Existing Credit Agreement as of the date hereof and have entered into that certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement") providing for, among other things, (i) the appointment of GE Capital as Agent for the Lenders, and (ii) the making of Loans and other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, it is a condition precedent to the effectiveness of the Second Amended and Restated Credit Agreement that the Borrower execute this Amendment in favor of, and deliver the same to, the Agent for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Second Amended and Restated Credit Agreement.

2. Assignment of Interest. GE Capital hereby assigns and transfers to the Agent, for the benefit of the Lenders, all of its rights and remedies under and with respect to the Patent Security Agreements. GE Capital hereby irrevocably authorizes and empowers the Agent to assert any claims, rights and defenses of every kind or nature that GE Capital may have, from time to time, against the Borrower under or with respect to the Patent Security Agreements.

3. Amendments to Patent Security Agreement Schedules and Supplemental Patent Security Agreement Schedules. Schedules A and B to the Patent Security Agreement, and Schedules A and B to the Supplemental Patent Security Agreement, are hereby supplemented by Schedule A attached hereto as Annex I.

4. [Intentionally Deleted]

5. Acknowledgment of Continuing Security Interest. The Borrower hereby acknowledges and confirms that (i) all of the Obligations under the Second Amended and Restated Credit Agreement are Secured Obligations (as defined in the Security Agreement),

(ii) all of the Obligations will be secured by a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Borrower's now owned or existing and hereinafter acquired or arising Patents, Licenses, Foreign Patents and Foreign Licenses, subject to the provisions of the Amended and Restated Credit Agreement, (iii) all of the Patents, Licenses, Foreign Patents and Foreign Licenses as of the date hereof are set forth, after giving effect to this Amendment, on Schedules A or B of the Patent Security Agreement or the Supplemental Patent Security Agreement, as applicable, (iv) all representations and warranties in the Patent Security Agreement and Supplemental Patent Security Agreement are true, complete and correct as of the date hereof after giving effect to this Amendment, and (v) the Agent shall be entitled to take any and all actions contemplated by the Patent Security Agreement and Supplemental Patent Security Agreement subject to the provisions of the Second Amended and Restated Credit Agreement.

6. **Effectiveness.** This Amendment shall become effective as of the date first written above upon the execution of this Amendment by the Borrower.

7. **Miscellaneous.** This Amendment is a Loan Document. The headings herein are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Except to the extent specifically amended, supplemented or modified hereby, the provisions of the Patent Security Agreements shall not be amended, modified, impaired or otherwise affected hereby, and the Patent Security Agreements are hereby confirmed in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

8. **Reference to and Effect on Patent Security Agreements.**

a. Upon the effectiveness of this Amendment, each reference in the Patent Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Patent Security Agreement as amended and supplemented hereby. Each reference in the Patent Security Agreement to "Lender" shall be deemed a reference to the Agent.

b. Upon the effectiveness of this Amendment, each reference in the Supplemental Patent Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Supplemental Patent Security Agreement as amended and supplemented hereby. Each reference in the Supplemental Patent Security Agreement to "Lender" shall be deemed a reference to the Agent.

9. **Counterparts.** This Amendment may be executed in any number of counterparts which together shall constitute one instrument.

10. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California applicable to agreements between parties resident therein.

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SECOND AMEND./SUPP. TO PATENT
SECURITY AGREEMENT

PATENT
REEL: 9624 FRAME: 0308

IN WITNESS WHEREOF, the Borrower, GE Capital and the Agent have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

KAYNAR TECHNOLOGIES INC.,
a Delaware corporation

By: [Signature]
Name: [Name]
Title: [Title]

GE CAPITAL:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name:
Title:

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower, GE Capital and the Agent have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

KAYNAR TECHNOLOGIES INC.,
a Delaware corporation

By: _____
Name:
Title:

GE CAPITAL:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: PCK
Name: *Peter C. Keenoy*
Title: *Authorized Signatory*

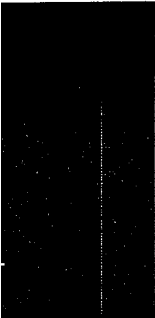
AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: PCK
Name: *Peter C. Keenoy*
Title: *Authorized Signatory*

**Schedule A
U.S. Patents**

1. Title: Self Locking Nut
Patent No.: 4,381,163
Serial No.: 194,136
Date: 04/26/83
Reference No.: KAY 762
2. Title: Anti Vibration Thread Form
Patent No.: 4,540,321
Serial No.: 188,503
Date: 09/10/85
Reference No.: KAY 761
3. Title: Clip Nut
Patent No.: 4,375,933
Serial No.: 178,769
Date: 03/08/83
Reference No.: KAY 743
4. Title: Fastener
Patent No.: 4,594,039
Serial No.: 262,692
Date: 06/10/86
Reference No.: KAY 727
5. Title: Insert Installation Tool
Patent No.: 4,752,996
Serial No.: N/A
Issued: 06/28/88
Reference No.: 878
6. Title: Two Part Grommet
Patent No.: 5,147,167
Serial No.: N/A
Issued: 09/15/92
Reference No.: 928
7. Title: Sheathed Composite Rivet
Patent No.: 4,859,128
Serial No.: N/A
Issued: 08/22/89
Reference No.: 911

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8. Title: Composite Channel & Plate Nut
Patent No.: 4,695,212
Serial No.: N/A
Issued: 09/22/87
Reference No.: 881
 9. Title: Method of Making a Seal Nut
Patent No.: 4,367,060
Serial No.: N/A
Issued: 01/04/83
Reference No.: 753
 10. Title: Tamper Resistant Threaded Fastener
Patent No.: 4,352,614
Serial No.: N/A
Issued: 10/05/82
Reference No.: 745
 11. Title: Seal Nut
Patent No.: 5,393,182
Serial No.: 141,792
Issued: 02/28/95
Reference No.: KTI-002 (KAY 930)
 12. Title: Thread Insert with Floating Nut
Patent No.: Application
Serial No.: 09/100,793
Filed: 06/19/98
Reference No.: KTI-008

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RECORDED: 11/13/1998

PATENT
REEL: 9624 FRAME: 0312