

RE

09-18-2002



To the Honorable Commissioner of Patents and

102205605

Documents or copy thereof.

1. Name of conveying party(ies):

See attached list

Additional name(s) of conveying party(ies)

attached?
☒ Yes ☐ No

5.1.02

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: See attached original form
with date stamp 12/21/01

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Administrative Agent

Internal Address: _____

Street Address: 130 Liberty StreetCity: New York State: NY ZIP: 10006Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application Number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See attached Schedule 1.1(c)

B. Patent No.(s)

See attached Schedule 1.1(c)

Additional numbers attached? ☒ Yes ☐ No5. Name and Address of party to whom
correspondence concerning
document should be mailed:Name: Maureen MurphyInternal Address: Cahill Gordon & ReindelStreet Address: 80 Pine StreetCity: New York State: NY ZIP: 10005

6. Total number of applications and patents involved

266

7. Total fee (37 CFR 3.41)..... \$ 1400 (Additional)☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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Fee paid \$10,640

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.

Nathan Sevilla
Name of Person SigningNathan Sevilla
Signature5/1/02
DateTotal number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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DRAFT: 5/1/02 11:33 AM

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PATENT
REEL: 013110 FRAME: 0122

Names of Conveying Parties

- Valenite U.S.A. Inc.
- Milacron Inc.
- Talbot Holdings, Ltd.
- Valenite, Inc.
- D-M-E Company
- Uniloy Milacron U.S.A. Inc.
- Uniloy Milacron Inc.

SCHEDULE 1.1(c)

Initial Patents (Fluids)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	AMIDE CORROSION INHIBIT	236330	2/20/81	4379063	4/5/83	Valenite U.S.A. Inc.
	POLYAMIDE+ ITS SALTS FLUID	285575	7/21/81	4374741	2/22/83	Valenite U.S.A. Inc.
	ESTER CORROSION INHIBIT	303770	9/21/81	4383937	5/17/83	Valenite U.S.A. Inc.
	MONOAMIDE FUNCTIONAL FL	421618	9/22/82	4452710	6/5/84	Valenite U.S.A. Inc.
	POLYAMIDE LUBRICANT	481494	4/1/83	RE31522	2/14/84	Valenite U.S.A. Inc.
	TITRATION APPARATUS	230445	4/20/94	5389546	2/14/95	Valenite U.S.A. Inc.
	FLUID W/ SULFURIZED LUBR	156323	11/23/93	5391310	2/21/95	Valenite U.S.A. Inc.
	MONOISOPRO/AMINE	412353	3/28/95	5512191	4/30/96	Valenite U.S.A. Inc.
	AQUEOUS LUBRICANT	427932	4/26/95	5667349	9/16/97	Valenite U.S.A. Inc.
	AQUEOUS METAL WORKING FLUID	538528	10/3/95	5706684	1/13/98	Valenite U.S.A. Inc.
	DETERMINATION OF AQUEOUS FLUID SURFACTANT CONCENTRATION	706871	9/3/96	5710048	1/20/98	Valenite U.S.A. Inc.
	MACHINING FLUID COMPOSITION AND METHOD OF MACHINING	719240	9/24/96	5716917	2/10/98	Valenite U.S.A. Inc.
	METHOD OF ANALYSIS FOR AQUEOUS FLUIDS	768190	12/17/96	5710372	1/20/98	Valenite U.S.A. Inc.
	LUBRICATING OIL COMPOSITIONS USED IN METAL FORMING OPERATIONS	616247	3/15/96	5809628	9/22/98	Valenite U.S.A. Inc.
	CHARACTERIZATION OF FLUID MISTING	962549	10/31/97	5889201	3/30/99	Valenite U.S.A. Inc.
	AQUEOUS FLUID	995364	12/22/97	5874390	2/23/99	Valenite U.S.A. Inc.
	METAL WORKING FLUID	09/771267	1/29/01			Milacron Inc.

Initial Patents (Abrasives)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	INORGANIC SPHER-VITREOUS WHEEL	465701	1/16/90	5094672	3/10/92	Valenite U.S.A. Inc.
	VITRIFIED WHEEL - SUG/STR	631140	12/20/90	5037452	8/6/91	Valenite U.S.A. Inc.
	VITREOUS BONDED GRINDING WHEEL	824644	1/23/92	5178644	1/12/93	Valenite U.S.A. Inc.
	SOL-GEL VITREOUS GR WHEEL	44914	4/8/93	5282875	2/1/94	Valenite U.S.A. Inc.
	POROUS WHEEL W/ SIC PARTQ	336366	11/8/94	5536282	7/16/96	Valenite U.S.A. Inc.
	IMPROVED VITREOUS BOND	09/324199	6/2/99	6123744	9/26/00	Valenite U.S.A. Inc.

Initial Patents (General)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	INSERT COMPACTING	09/056819	4/8/98			
	INSERT COMPACTING	09/056819	4/8/98			Milacron Inc.
	METHOD FOR ON-LINE PRODUCT SELECTION	09/467332	12/20/99			Milacron Inc.
						Milacron Inc.

Initial Patents (Cutting Tools)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America	CUTTING TOOL	915112	10/3/86	4721421	1/26/88	Talbot Holdings, Ltd.
	Rotary Cutting Tool	9611740	7/7/00			Talbot Holdings, Ltd.
United States of America	SILICON CUTTING TOOLS	380363	5/20/82	4440547	4/3/84	Valenite Inc.
	SILICON CUTTING TOOLS	380381	5/20/82	4409003	10/11/83	Valenite Inc.
	SILICON CUTTING TOOLS	380383	5/20/82	4406668	9/27/83	Valenite Inc.
	SILICON CUTTING TOOLS	380362	5/20/82	4416670	11/22/83	Valenite Inc.
	SILICON CUTTING TOOLS	380379	5/20/82	4421525	12/20/83	Valenite Inc.
	SILICON CUTTING TOOLS	380382	5/20/82	4409004	10/11/83	Valenite Inc.
	SILICON CUTTING TOOLS	380380	5/20/82	4406667	9/27/83	Valenite Inc.
	SILICON CUTTING TOOLS	536111	9/26/83	4469489	9/4/84	Valenite Inc.
	SILICON CUTTING TOOLS	536110	9/26/83	4441894	4/10/84	Valenite Inc.
	SILICON CUTTING TOOLS	536109	9/26/83	4449989	5/22/84	Valenite Inc.
	ROTARY CUTTING TOOL	687671	12/31/84	4615652	10/7/86	Valenite Inc.
	NITRIDE CUTTING TOOL	779360	9/23/85	4670024	6/2/87	Valenite Inc.
	CUTTING TOOL AND INSERT	781205	6/28/85	4618296	10/21/86	Valenite Inc.
	NITRIDE CUTTING TOOL	837974	3/10/86	4652276	3/24/87	Valenite Inc.
	END MILL CUTTING TOOL	289945	12/27/88	4934880	6/19/90	Valenite Inc.
	ROTARY CUTTING TOOL	289077	12/23/88	4850757	7/25/89	Valenite Inc.
	CUTTING TOOL	724305	7/1/91	5377116	12/17/94	Valenite Inc.
	CUTTING TOOL	790483	1/13/97	5741095	4/21/98	Valenite Inc.
	AXIAL CUTTING TOOL	122964	9/20/93	5352075	10/4/94	Valenite Inc.
	CUTTING INSERT W/ FACES	548166	10/24/95	5556239	9/17/96	Valenite Inc.
	MACHINE TOOL SYSTEM	218407	3/28/94	5391027	2/21/95	Valenite Inc.
	CUTTING INSERT	205459	3/4/94	5503507	4/2/96	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	CUTTING INSERT	209130	3/11/94	5449255	9/12/95	Valenite Inc.
	ADJUSTABLE CUTTER	232884	4/25/94	5427480	6/27/95	Valenite Inc.
	CUTTING TOOL	721050	9/25/96	5827570	10/27/98	Valenite Inc.
	BORING TOOL	267624	6/29/94	5478178	12/26/95	Valenite Inc.
	CUTTING INSERT	277053	7/19/94	5513931	5/7/96	Valenite Inc.
	CUTTING TOOL AND METHOD OF LOCATING CUTTING INSERT	9609522	7/3/00			Valenite Inc.
	CHIPGROOVE DESIGN	29/082711	1/27/98	DES 401948	12/1/98	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/086068	4/3/98	D 404745	1/26/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/094225	9/24/98	D414194	9/21/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29086047	4/3/98	DES 404,744	1/26/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29093395	9/10/98	DES 410,475	6/1/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT	29086049	4/3/98	D416917	11/23/99	Valenite Inc.
	MILLING INSERT	9798836	3/2/01			Valenite Inc.
	SILICON NITRIDE ARTICLES	681734	12/14/84	4650498	3/17/87	Valenite Inc.
	INSERT END MILL	754993	7/15/85	4648755	3/10/87	Valenite Inc.
	CHIP CONTROL INSERT	785211	10/7/85	4626140	12/2/86	Valenite Inc.
	CUTTING INSERT	81266	8/3/87	4787784	11/29/88	Valenite Inc.
	CUTTING INSERT	85840	8/17/87	4854785	8/8/89	Valenite Inc.
	CARBIDE CUTTING INSERT	164768	3/7/88	4830886	5/16/89	Valenite Inc.
	CUTTING INSERT	281437	12/7/88	4880338	11/14/89	Valenite Inc.
	CUTTING INSERT	164683	3/7/88	4846609	7/11/89	Valenite Inc.
	END MILL	627450	7/26/89	5366325	11/22/94	Valenite Inc.
	INDEXABLE INSERT	485808	2/23/90	5020944	6/4/91	Valenite Inc.
	INDEXABLE INSERT	485807	2/23/90	5330295	7/19/94	Valenite Inc.
	CUTTING INSERT	489798	3/5/90	5075053	12/24/91	Valenite Inc.
	POLYGONAL CUTTING INS.	221392	7/19/88	4856942	8/15/89	Valenite Inc.
	INDEXABLE INSERT	688224	5/14/91	5158401	10/27/92	Valenite Inc.
	CHIP CONTROL INSERTS	807481	12/16/91	5193948	3/16/93	Valenite Inc.
	CHIP CONTROL INSERT	638236	1/7/91	5192171	3/9/93	Valenite Inc.
	LOW FORCE CUT. INSERT	664016	3/4/91	5193947	3/16/93	Valenite Inc.
	COATED CUTTING INSERTS	07/753456	9/3/91	5665431	9/9/97	Valenite Inc.
	COATED CUTTING INSERTS	8861993	5/22/97	6080477	6/27/00	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	HIGH PRODUCTIVITY INST	790966	11/12/91	5207748	5/4/93	Valenite Inc.
	HIGH REMOVAL INSERT	772501	10/7/91	5203649	4/20/93	Valenite Inc.
	COATED CUTTING INSERTS	8241959	5/12/94	6056999	5/2/00	Valenite Inc.
	COATED CUTTING INSERTS	9274725	3/23/99			Valenite Inc.
	LIGHT FEED INSERT	926442	8/10/92	5230591	7/27/93	Valenite Inc.
	LIGHT FEED INSERT	902331	6/22/92	5222843	6/29/93	Valenite Inc.
	LIGHT DUTY INSERT	948372	9/21/92	5324144	6/28/94	Valenite Inc.
	LIGHT DUTY INSERT	986203	12/7/92	5249894	10/5/93	Valenite Inc.
	RAKE INSERT	923650	8/3/92	5221164	6/22/93	Valenite Inc.
	INDEXABLE INSERTS	122965	9/20/93	5405711	4/11/95	Valenite Inc.
	CHIP CONTROL INSERT	603017	2/16/96	5399141	2/4/97	Valenite Inc.
	INDEXABLE INSERT	344914	11/25/94	5349424	8/27/96	Valenite Inc.
	PRESSED-IN CHIP BREAKER	268899	6/29/94	5349425	8/27/96	Valenite Inc.
	CEMENTED CARBIDES	501485	7/12/95	5736658	4/7/98	Valenite Inc.
	CUTTING INSERT	707264	9/3/96	5676495	10/14/97	Valenite Inc.
	CUTTING INSERT	270621	7/5/94	5511911	4/30/96	Valenite Inc.
	CUTTING INSERT	563738	11/28/95	5584616	12/17/96	Valenite Inc.
	CUTTING INSERT	480609	6/8/95	5775855	7/7/98	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29112060	10/7/99	D426245	6/6/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29112048	10/7/99	D425086	5/16/00	Valenite Inc.
	POLYGONAL INDEXABLE INSERT DESIGN	29/106119	6/9/99	D422608	4/11/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/090,218	7/2/98	Des.411,551	6/29/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/108,698	6/10/99	Des.425,085	5/16/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT	29/092,609	8/24/98	Des.409,633	5/11/99	Valenite Inc.
	CUTTING INSERT DESIGN	29104597	6/5/99	D428026	7/11/00	Valenite Inc.
	CUTTING INSERT DESIGN	29119013	2/22/00	D437331	2/6/01	Valenite Inc.
	CUTTING INSERT DESIGN	29119008	2/22/00			Valenite Inc.
	MILLING CUTTER AND INSERT THEREFOR	9465155	12/16/99			Valenite Inc.
	THREADING TOOL	476638	3/23/83	4409868	10/18/83	Valenite Inc.
	LOCKING PIN	787135	10/15/85	4615650	10/7/86	Valenite Inc.
	ADJUSTABLE TOOL HOLD.	828583	2/10/86	4780029	10/25/88	Valenite Inc.
	COMPOSITE COATINGS	5001	1/20/87	4745010	5/17/88	Valenite Inc.
	BORING BAR	289078	12/23/88	4948305	8/14/90	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	LAMINATED OXIDE COAT.	7114984	10/30/87	4844951	7/4/89	Valenite Inc.
	BORING BAR CARTRIDGE	290600	12/27/88	4927301	5/22/90	Valenite Inc.
	GROOVE OR THREAD TOOL	527679	5/24/90	4979851	12/25/90	Valenite Inc.
	CEMENTED CARBIDE	318865	3/3/89	4963183	10/16/90	Valenite Inc.
	SILICON NITRIDE ARTIC.	458122	12/28/89	5047186	9/10/91	Valenite Inc.
	SILICON NITRIDE ARTIC.	596256	10/12/90	5049530	9/17/91	Valenite Inc.
	DAMPED BORING BAR	370137	6/22/89	4998851	3/12/91	Valenite Inc.
	AUTOMATIC PIVOT HEAD	489836	3/2/90	4979852	12/25/90	Valenite Inc.
	Silicon Nitride Based Composite with Improved Fracture Toughness	7596112	10/11/90	5250477	10/5/93	Valenite Inc.
	GENERATING TOOL	630906	12/20/90	5095785	3/17/92	Valenite Inc.
	MACHINING TOOL	660061	2/25/91	5123787	6/23/92	Valenite Inc.
	ADJUST. BORING BAR	848561	3/9/92	5154551	10/13/92	Valenite Inc.
	BALL VALVE LOCKOUT	659820	2/25/91	5143114	9/1/92	Valenite Inc.
	CEMENTED CARBIDE ART.	935487	8/25/92	5310605	5/10/94	Valenite Inc.
	IMPROVED BORING BAR	994020	12/21/92	5336026	8/9/94	Valenite Inc.
	COOLANT INDUCER	916297	7/17/92	5183363	2/2/93	Valenite Inc.
	MAGNETIC NICKEL TUNGST.	993792	12/21/92	5273571	12/28/93	Valenite Inc.
	FINE GRAINED ARTICLES	993791	12/21/92	5368628	11/29/94	Valenite Inc.
	FINE GRAINED ARTICLES	8811601	8/16/94	5918102	6/29/99	Valenite Inc.
	NON-MAGNETIC NICKEL	993790	12/21/92	5338506	8/16/94	Valenite Inc.
	ADJUSTABLE REAMER BLADE	90672	5/19/93	5320458	6/14/94	Valenite Inc.
	CEMENTED CARBIDE SUBSTR	64686	5/20/93	5494635	2/27/96	Valenite Inc.
	CEMENTED METAL CARBIDE	266087	6/27/94	5560839	10/1/96	Valenite Inc.
	CEMENTED METAL CARBIDE	670171	6/27/96	5713133	2/3/98	Valenite Inc.
	CVD COATING	09/075236	5/9/98			Valenite Inc.
	CUTTING TOOL ADJUSTMENT DEVICE (No Foreign Filing)	9782915	2/13/01			Valenite Inc.
	INDEXABLE TURNING INSERT	9961551	9/14/01			Valenite Inc.
	MULTI WIDE SPACE ADJUSTING CARTRIDGE	09/757,171	1/9/01			Valenite Inc.

Initial Patents (Plastic Technologies)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	INJECTION MOLDING HOT RUNNER NOZZLE WITH REMOVABLE SEAL	60/212149	6/16/00			D-M-E Company
	LATCHING DEVICE FOR INJECTION MOLDS WITH REMOVABLE INSERT	60/912150	6/16/00			D-M-E Company
	CLAMP	79340	7/30/87	D317927	7/2/91	D-M-E Company
	CLAMP	172908	3/22/88	D318282	7/16/91	D-M-E Company
	INTERNAL LATCH	303764	9/9/94	5494435	2/27/96	D-M-E Company
	SLIDE RETAINER	144420	11/2/93	5397226	3/14/95	D-M-E Company
	ANGLE PIN	956098	10/2/92	5234329	8/10/93	D-M-E Company
	RUNNER SHUT-OFF	770440	10/3/91	5208053	5/4/93	D-M-E Company
	MOISTURE DETECTION	362554	6/7/89	5039842	8/13/91	D-M-E Company
	MOLD RETAINER	313196	2/21/89	4961702	10/9/90	D-M-E Company
	NOZZLE	67868	6/30/87	4787836	11/29/88	D-M-E Company
	NOZZLE ASSEMBLY	779984	8/25/85	4638849	1/27/87	D-M-E Company
	RECIPROCATING MECHANISM.	414077	9/2/82	4512207	4/23/85	D-M-E Company
	INSULATOR FOR THERMOPLASTIC MOLDING NOZZLE ASSEMBLY	343681	11/22/94	5569475	10/29/96	D-M-E Company
	HEATING DEVICE	902598	9/3/96	5955120	9/21/99	D-M-E Company
	EJECTOR SLEEVES	08/858744	5/19/97	5730812	3/24/98	D-M-E Company
	MOLD HEATER START-UP	08/986347	12/8/97	5853631	12/29/98	D-M-E Company
	POLYMER COMPOUNDS	737087	2/7/97	5824350	10/20/98	D-M-E Company
	ACTUATOR FOR INJECTION MOLDING VALVE GATE	09/217295	12/21/98	6086357	7/11/00	D-M-E Company
	MOLD CORE POSITIONING DRIVE	09/227846	1/11/99	6093015	7/25/00	D-M-E Company
	QUICK CHANGE SYSTEM	347970	12/10/94	5562935	10/8/96	D-M-E Company
	KNOCKOUT ROD	261389	6/17/94	5439368	8/8/95	D-M-E Company
	QUICK CHANGE BASES	920612	7/27/92	5350289	9/27/94	D-M-E Company
	MOLD BALANCING BAR	529718	5/30/90	5033784	7/23/91	D-M-E Company
	ACTUATOR HAVING DUAL PISTON SURFACES	09/587462	6/5/00			D-M-E Company

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	FLOW NOZZLE FOR INJECTION MOLDING	09/435683	11/8/99	6227461	5/8/01	D-M-E Company
	SLIDE RETAINER WEAR PLATE INSERT	09/433753	11/4/99			D-M-E Company
	THERMAL EXPANSION COMPENSATION SUPPORT	09/595264	6/15/00			D-M-E Company
	MOLDING NOZZLE GATE VALVE	09/794672	2/27/01			D-M-E Company
United States of America						
	DC BRUSHLESS MOTOR IMM	370669	6/23/89	4988273	1/29/91	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	432462	11/6/89	4990084	2/5/91	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	600850	10/22/90	5102327	4/7/92	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	791205	11/13/91	5190714	3/2/93	Uniloy Milacron U.S.A. Inc.
	INJECTION MOLDING MCHE	16325	12/13/93	D357484	4/18/95	Uniloy Milacron U.S.A. Inc.
	4-AXIS VECTOR MTR DRIVE	113627	8/31/93	5362222	11/8/94	Milacron Inc.
	COOLING ELECTRIC COMP	231080	4/22/94	5523640	6/4/96	Uniloy Milacron U.S.A. Inc.
	COOLING ELECTRIC COMP	553791	10/23/95	5620646	4/15/97	Uniloy Milacron U.S.A. Inc.
	MOTOR CURRENT CONTROL	240128	5/10/94	5469038	11/21/95	Uniloy Milacron U.S.A. Inc.
	DYNAMIC BRAKING	326971	10/21/94	5469031	11/21/95	Uniloy Milacron U.S.A. Inc.
	MULTI-FUNCTION MOTOR	560129	11/17/95	5645868	7/8/97	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELEC INJ UNIT	901744	7/28/97	5863567	1/26/99	Uniloy Milacron U.S.A. Inc.
	HYBRID INJECTION MOLDING MACHINE	901752	7/28/97	5916602	6/29/99	Uniloy Milacron U.S.A. Inc.
	HYBRID INJECTION MOLDING MACHINE	09/306330	5/6/99	6120277	9/19/00	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/024731	2/17/98	6086353	7/11/00	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/248935	2/12/99	6193499	2/17/01	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/770343	1/26/01			Uniloy Milacron U.S.A. Inc.
	METHOD AND APPARATUS FOR VERIFYING THE POSITION OF A MOTOR DRIVER MACHINE ELEMENT	09/042298	3/13/98	6011376	1/4/00	Uniloy Milacron U.S.A. Inc.
	AXIS MOTION MONITOR	42272	3/13/98	5929583	7/27/99	Uniloy Milacron U.S.A. Inc.
	TWO STAGE CHECK RING	09/258729	2/26/99	6200127	3/13/01	Uniloy Milacron U.S.A. Inc.
	POWERLINE AUTO TONNAGE ADJUST	09/437133	11/10/99			Uniloy Milacron U.S.A. Inc.
	MOTOR CONTROLLED MOLD PIN ACTUATOR	09/775078	2/1/01			Uniloy Milacron U.S.A. Inc.
	METHOD AND APPARATUS FOR EJECTOR SET-UP	09/499284	2/7/00			Uniloy Milacron U.S.A. Inc.
United States of America						
	PRECISION COINING MACH	228771	8/4/88	4907960	3/13/90	Uniloy Milacron U.S.A. Inc.
	ADAPTIVE TONNAGE CONTRL	265709	11/1/88	4942004	7/17/90	Uniloy Milacron U.S.A. Inc.
	CYLINDER SEAL-VAC TUBE	301980	1/26/89	4945724	8/7/90	Uniloy Milacron U.S.A. Inc.
	PARALLEL DIG/ANAL CONTRL	368570	6/20/89	5062052	10/29/91	Milacron Inc.
	DC DRIVE-VAR VOL PUMP	616752	11/16/90	5052909	10/1/91	Uniloy Milacron U.S.A. Inc.
	OPEN LOOP TONNAGE CONT	524312	5/17/90	5059365	10/22/91	Uniloy Milacron U.S.A. Inc.
	MOVABLE PLATEN	638994	1/10/91	5123834	6/23/92	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	EJECT UNIT	638980	1/10/91	5122051	6/16/92	Uniloy Milacron U.S.A. Inc.
	MOVABLE PLATEN	659150	2/22/91	D341602	11/23/93	Uniloy Milacron U.S.A. Inc.
	REV TAPER SPIRAL CHAN	666706	3/8/91	5178458	1/12/93	Uniloy Milacron U.S.A. Inc.
	VEL PROFILE ON LOCKOVER	705831	5/28/91	5180530	1/19/93	Uniloy Milacron U.S.A. Inc.
	MOLD PROTECT-TONAGE CON	716423	6/17/91	5149471	9/22/92	Uniloy Milacron U.S.A. Inc.
	TWO-STAGE INJECTION	229476	4/18/94	5454995	10/3/95	Uniloy Milacron U.S.A. Inc.
	IMM WITHOUT TIE BARS	354175	12/12/94	5538415	7/23/96	Uniloy Milacron U.S.A. Inc.
	CO-INJECTION MACHINE	439925	5/12/95	5601773	2/11/97	Uniloy Milacron U.S.A. Inc.
	ACCUMULATOR HEAD HAVING A SEGMENTED BARREL	08761915	12/9/96	5900260	5/4/99	Uniloy Milacron U.S.A. Inc.
	RAM SUPPORT SKATE FOR AN INJECTION MOLDING MACHINE	09402414	11/13/98			Uniloy Milacron U.S.A. Inc.
	LOCKING APPARATUS FOR A MOVABLE PLATEN	09326237	6/4/99	6231329	5/15/01	Uniloy Milacron U.S.A. Inc.
	DUAL MOTOR DRIVE SYSTEM FOR INJECTION MOLDING MACHINES	09294081	4/16/99	6149418	11/21/00	Uniloy Milacron U.S.A. Inc.
	MULTI-MEDIA ENHANCED PROGRAM CONTROLLED MACHINE	09658888	9/11/00			Uniloy Milacron U.S.A. Inc.
	HORIZONTAL TOGGLE IMM	597090	10/10/90	5033955	7/23/91	Uniloy Milacron U.S.A. Inc.
United States of America						
	ACCUMULATOR HEAD	726227	7/5/91	5116215	5/26/92	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	SLIDING EXTRUSION HEAD	820241	1/14/92	5208049	5/4/93	Uniloy Milacron U.S.A. Inc.
	ELECTROMECHANICAL DRIVE ASSEMBLY FOR AN ACCUMULATOR HEAD	514578	8/14/95	5645873	7/8/97	Uniloy Milacron U.S.A. Inc.
	ELECTROMECHANICAL DRIVE ASSEMBLY FOR AN ACCUMULATOR HEAD	09/304318	5/3/99	RE36682	5/2/00	Uniloy Milacron U.S.A. Inc.
	BOTTLE NECK FINISH	09/197934	11/23/98	6221305	4/24/01	Uniloy Milacron U.S.A. Inc.
	BOTTLE NECK FINISH	09/755447	1/5/01	6312248	11/6/01	Uniloy Milacron U.S.A. Inc.
	OVER/UNDER EXTRUDERS	631235	12/20/90	5076777	12/31/91	Uniloy Milacron U.S.A. Inc.
	BARREL HEATER/COOLER	690277	4/24/91	5200205	4/6/93	Uniloy Milacron U.S.A. Inc.
	VENT STACK GAS RELEASE	690276	4/24/91	5123828	6/23/92	Uniloy Milacron U.S.A. Inc.
	VEL CONTROL	758663	9/12/91	5185109	2/9/93	Uniloy Milacron U.S.A. Inc.
	MASTER/SLAVE CONTROLLER	900811	6/17/92	5239247	8/24/93	Uniloy Milacron U.S.A. Inc.
	PREHEATING APPARATUS FOR AN EXTRUDER	308876	9/19/94	5750158	5/12/98	Uniloy Milacron U.S.A. Inc.
	PREHEATING APPARATUS FOR AN EXTRUDER	08/835260	4/8/97	5807517	9/15/98	Uniloy Milacron U.S.A. Inc.
	FLOW DIVIDER	419306	4/10/95	5616350	4/1/97	Uniloy Milacron U.S.A. Inc.
	FLOW DIVIDER	781253	1/10/97	5711349	1/27/98	Uniloy Milacron U.S.A. Inc.
	VACUUM SHUTTLE VALVE	425528	4/20/95	5634953	6/3/97	Uniloy Milacron U.S.A. Inc.
	METHOD FOR SIMULTANEOUS CONTROL OF MULTIPLE ACCUMULATORS	09/242832	8/22/97	6171531	1/9/01	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	STROKE POSITIONER	09/203865	12/2/98	6142762	11/7/00	Uniloy Milacron U.S.A. Inc.
	APPARATUS AND METHOD OF FORMING A CONTINUOUS LAYER OF THERMOPLASTIC MATERIAL	407898	9/15/89	4988471	1/29/91	Uniloy Milacron U.S.A. Inc.
	ACCUMULATOR DIE PIN	832513	4/3/97	5792486	8/11/98	Uniloy Milacron U.S.A. Inc.
	NEW DISTRIBUTIVE MIXING ELEMENT FOR EXTRUSION AND INJECTION MOLDING	09/710109	11/9/00			Uniloy Milacron U.S.A. Inc.
	CONTROL-INDEXING DRIVE	153898	5/28/80	4318465	3/9/82	Uniloy Milacron U.S.A. Inc.
United States of America						
	EXTRUSION HEAD WITH ADJUSTABLE VIEW STRIPE POSITIONING	899877	6/17/92	5221540	6/22/93	Uniloy Milacron Inc.
	COMBINATION PLASTIC AND GAS INJECTION NOZZLE ASSEMBLY AND SEQUENTIAL METHOD OF OPERATION	522190	5/11/90	5054689	10/8/91	Uniloy Milacron Inc.
	SEQUENTIAL METHOD OF OPERATION OF COMBINATION PLASTIC AND GAS INJECTION NOZZLE ASSEMBLY	701093	5/16/91	5135703	8/4/92	Uniloy Milacron Inc.
	IMPROVED MULTIPLE LAYER DIE HEAD WITH ADJUSTABLE GAPS	528536	5/25/90	5046938	9/10/91	Uniloy Milacron Inc.
	MULTIPLE PARISON EXTRUSION DEVICE FOR PRODUCING LAMINAR ARTICLES	497513	3/22/90	5055022	10/8/91	Uniloy Milacron Inc.
	DUAL PARISON EXTRUSION HEAD FOR MULTILAYER BLOW MOLDING	345566	5/1/89	4940403	7/10/90	Uniloy Milacron Inc.
	TAKE-OUT ASSEMBLY FOR BLOW MOLDING MACHINE	34646	4/6/87	4752206	6/21/88	Uniloy Milacron Inc.
	HANDLED CONTAINER FOR LIQUIDS	586457	3/5/84	D288905	3/24/87	Uniloy Milacron Inc.
	METHOD AND APPARATUS FOR INJECTION MOLDING PLASTIC ARTICLES HAVING SOLID EXTERIOR SURFACES AND POROUS INTERIOR CORES	454942	1/3/83	4473516	9/25/84	Uniloy Milacron Inc.
	BOTTLE TRANSFER ASSEMBLY	157570	6/9/80	4359155	11/16/82	Uniloy Milacron Inc.
	APPARATUS AND METHOD FOR REMOVAL OF FLASH FROM CONTAINER	166242	7/7/80	4310112	1/12/82	Uniloy Milacron Inc.
	JUG	29/095234	10/19/98	D418423	1/4/00	Uniloy Milacron Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	BOTTLE	29/095271	10/20/98			Uniloy Milacron Inc.
	POST MOLDING ID NECK TRIMMING APPARATUS	09/172889	10/15/98			Uniloy Milacron Inc.
	EXTRUSION TOOL AND PROCEDURE FOR ITS MANUFACTURE	09/075059	5/8/98			Uniloy Milacron Inc.
	DOUBLE ROTARY INJECTION STRETCH BLOW MOLDING MACHINE					Uniloy Milacron Inc.
	BEVERAGE CONTAINER	29/078893	10/30/97	D415035	10/12/99	Uniloy Milacron Inc.
	MILK JUG	09/182131	10/24/98			Uniloy Milacron Inc.
	ADJUSTABLE RAISED PINCH OFF NECK ASSEMBLY	08/851697	5/6/97			Uniloy Milacron Inc.
	METHOD FOR SORTING PLASTIC ARTICLES	477606	12/28/90	5141110	8/25/92	Uniloy Milacron Inc.
	INJECTION BLOW MOLDING APPARATUS INCLUDING STACKED MOLDS	08/129895	9/30/93	5518392	5/21/96	Uniloy Milacron Inc.
	FLEXIBLE PART DEFLASHER	08/079434	6/17/93	5470220	11/28/95	Uniloy Milacron Inc.
	QUICK CHANGE MOLD FOR BLOW MOLDING APPARATUS	08/374682	1/27/95	5551861	9/3/96	Uniloy Milacron Inc.
	HOT FILL PLASTIC CONTAINER HAVING A RADIAL REINFORCEMENT RIB	08/016635	2/12/93	5337909	8/16/94	Uniloy Milacron Inc.
	METHOD OF REMOVING FLASH FROM A BLOW MOLDED CONTAINER	410778	3/27/95	5597524	1/28/97	Uniloy Milacron Inc.
	EXTRUSION HEAD FOR BLOW MOLDING	08/538721	10/3/95	5620722	4/15/97	Uniloy Milacron Inc.
	DESIGN	29/069197	4/11/97	D391854	3/10/98	Uniloy Milacron Inc.
	COMPRESSION MOLDING AND TRIMMING BLOW PIN ASSEMBLY	08/202267	2/25/94	5449284	9/12/95	Uniloy Milacron Inc.

04-09-2002



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FORM PTO-1596
(Rev. 6-83)

OMB No. 0851-0011 (exp. 4/94)

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Patent and Trademark Office

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1. Name of conveying party(ies):

See attached

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Name: Barkers Trust Company,
Internal Address: as Administrative Agent

Street Address: 130 Liberty Street

City: New York State: NY ZIP: 10006

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

3. Nature of conveyance:

☐ Assignment

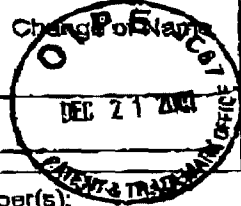
☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 12/10/01



4. Application Number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Schedule 1.1(c) attached

B. Patent No.(s)

See Schedule 1.1(c) attached.

Additional numbers attached? ☐ Yes ☐ No

5. Name and Address of party to whom correspondence concerning document should be mailed:

Name: Mauran P. Murphy

Internal Address: Cahill Gordon & Reindel

Street Address: 80 Pine Street

City: New York State: NY ZIP: 10005

6. Total number of applications and patents involved 231

7. Total fee (37 CFR 3.41) \$ 9240.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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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.

MAUREEN P. MURPHY
Name of Person Signing

Mauran P. Murphy
Signature

12/10/01
Date

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

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Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

SECURITY AGREEMENT

By

MILACRON INC.,
as Borrower

and

certain of its subsidiaries

and

BANKERS TRUST COMPANY,
as Administrative Agent

Dated as of October 25, 2001

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SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 25, 2001, made by MILACRON INC., a Delaware corporation (the "Borrower"), and EACH OF THE DESIGNATED SUBSIDIARIES LISTED ON THE SIGNATURE PAGES HERETO OR OTHER ENTITIES FROM TIME TO TIME PARTY HERETO BY EXECUTION OF A JOINDER AGREEMENT (collectively, the "Designated Subsidiaries"), as pledgors, assignors and debtors (the Borrower, together with the Designated Subsidiaries, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of BANKERS TRUST COMPANY, a New York banking corporation, in its capacity as administrative agent, pledgee, and secured party (in such capacities and together with any successors in such capacities, the "Administrative Agent") for the benefit of the Secured Parties (as hereinafter defined).

R E C I T A L S :

A. Pursuant to that certain Amendment Number Five dated September 30, 2001 (the "Amendment") to the Amended and Restated Revolving Credit Agreement, dated as of November 30, 1998 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Lenders have agreed to the request of the Borrower to amend certain provisions of the Credit Agreement.

B. Each Pledgor will receive substantial benefits from the execution, delivery and performance of the Loan Documents (as defined in the Credit Agreement) and the documents evidencing Designated Lines of Credit (as hereinafter defined) and each is, therefore, willing to enter into this Agreement.

C. Each Pledgor is or will be the legal and/or beneficial owner of the Pledged Collateral (as hereinafter defined) to be pledged by it hereunder.

D. It is a condition to the obligations of the Lenders to enter into the Amendment and to make loans thereunder that each Pledgor execute and deliver the applicable Loan Documents, including this Agreement.

E. This Agreement is given by each Pledgor in favor of the Administrative Agent for its benefit and the benefit of the Lenders and the Designated Lines of Credit Providers (as hereinafter defined) (collectively, the "Secured Parties") to secure the payment and performance of all the Secured Debt (as hereinafter defined).

A G R E E M E N T :

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors and the Administrative Agent on behalf of itself and each other Secured Party and each of their successors or assigns hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The following terms used in this Agreement shall have the following meanings:

"Accounts" shall mean, with respect to each Pledgor, collectively, (i) all "accounts," as such term is defined in the UCC, and (ii) (A) all margin accounts, futures positions, book debts and other forms of obligations and receivables now or hereafter owned or held by or payable to such Pledgor relating in any way to or arising from the sale, lease, license, assignment or other disposition of Goods or other property or the rendering of services by such Pledgor or any other party, including the right to payment of any interest or finance charge with respect thereto, together with all merchandise or other property represented by any of the accounts, (B) all such merchandise or other property that may be reclaimed or repossessed or returned to such Pledgor, (C) all of such Pledgor's rights as an unpaid vendor, including stoppage in transit, reclamation, replevin and sequestration, (D) all supporting obligations including, without limitation, assets pledged, assigned, hypothecated or granted to, and all letters of credit, guarantee claims, Liens and security interests held by such Pledgor to secure payment of any accounts and which are delivered for or on behalf of any account debtor, (E) all accessions to all the foregoing described properties and interests in properties, (F) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection with the foregoing and (G) all evidence of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties and certificates from filing or other registration offices.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens, pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Administrative Agent" shall have the meaning assigned to such term in the Preamble hereof.

"Agreement" shall mean this Agreement, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof.

"Bank" shall mean "bank," as such term is defined in the UCC.

"Borrower" shall have the meaning assigned to such term in the Preamble hereof.

"Charges" shall mean any and all property and other taxes, assessments and special assessments, levies, fees and all governmental charges imposed upon or assessed against, and all claims (including claims for labor, materials, supplies and warehousing and other claims arising by operation of law) against, all or any portion of the Pledged Collateral.

"Chattel Paper" shall mean, collectively, with respect to each Pledgor, all "chattel paper," as such term is defined in the UCC (whether tangible or electronic).

"Commodity Account" shall mean "commodity account," as such term is defined in the UCC.

"Commodity Intermediary" shall mean "commodity intermediary," as such term is defined in the UCC.

"Contested Liens" shall mean, collectively, any Liens incurred in respect of any Charges to the extent that the amounts owing in respect thereof are not yet delinquent or are being contested and otherwise comply with the provisions of Section 4.14 hereof; provided, however, that such Liens shall in all respects be subject and subordinate in priority to the Lien and security interest created and evidenced by this Agreement, except if and to the extent that the law or regulation creating, permitting or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced hereby.

"Contracts" shall mean, collectively, with respect to each Pledgor, all "contracts," as such term is defined in the UCC, of such Pledgor, and in any event, shall include, without limitation, all sale, service, performance and equipment or property lease contracts, permits, approvals, agreements, grants (whether written or oral, or third party or intercompany), and licenses, including any Licenses and any other documents (whether written or oral) between such Pledgor and third parties, and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof.

"Copyrights" shall mean, collectively, with respect to each Pledgor, all works of authorship and copyrights owned by or assigned to and all copyright registrations and applications made by such Pledgor (whether statutory or common law) including, without limitation, the copyrights, registrations and applications listed in Schedule 1.1(a) annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any copyrights, (ii) renewals and extensions thereof, (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) rights corresponding thereto including, without limitation, all moral rights related thereto and (v) rights to sue for past, present and future infringements thereof.

"Cost of Construction" shall mean to the extent applicable the sum, so far as it relates to the reconstructing, renewing, restoring or replacing of the Specified Equipment and Inventory, of (i) obligations incurred or assumed by any Pledgor or undertaken by any tenant pursuant to the terms of any lease or license for labor, materials and other expenses and to contractors, builders and materi-

almen, (ii) the cost of contract bonds and of insurance of every kind, nature or character that may reasonably be deemed by any Pledgor to be necessary or appropriate during the course of construction and (iii) the expenses incurred or assumed by any Pledgor for estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or necessary for proper construction.

“Credit Agreement” shall have the meaning assigned to such term in Recital A hereof.

“Default Rate” shall mean the rate per annum equal to the highest rate then payable under the Credit Agreement.

“Designated Line of Credit” shall have the meaning assigned to such term in the definition of Secured Debt, hereof to the extent such Designated Line of Credit is permitted pursuant to Section 5.13 of the Credit Agreement and subject to the provisions of the intercreditor agreement entered into in accordance with the provisions of Section 5.13 of the Credit Agreement.

“Designated Line of Credit Provider” shall mean any bank designated by the Borrower as a “Designated Line of Credit Provider” for purposes of this Agreement in connection with any Designated Line of Credit.

“Destruction” shall mean any and all damage to, or loss or destruction of, all or any portion of the Pledged Collateral or Mortgaged Property.

“Distributions” shall mean, collectively, with respect to each Pledgor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds distributed to such Pledgor in respect of or in exchange for any or all of the Intercompany Notes.

“Documents” shall mean, collectively, with respect to each Pledgor, all “documents,” as such term is defined in the UCC, of such Pledgor.

“Entitlement Order” shall mean “entitlement order,” as such term is defined in the UCC.

“Equipment” shall mean, collectively, with respect to each Pledgor, all “equipment,” as such term is defined in the UCC, and, in any event shall include, without limitation, all machinery, apparatus, equipment, office machinery, electronic data-processing equipment, computers and computer hardware and software (whether owned or licensed), furniture, conveyors, tools, materials, storage and handling equipment, automotive equipment, motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership, and all other equipment of every kind and nature owned by such Pledgor or in which such Pledgor may have any interest (to the extent of such interest) and all modifications, renewals, improvements, alterations, repairs, substitutions, attachments, additions, accessions and other property now or hereafter affixed thereto or used in connection therewith, all replacements and all parts therefor and together with all substitutes for any of the foregoing.

"Excluded Collateral" shall mean (i) Accounts, (ii) Accounts Receivable (including all books and records related thereto), any Specified Contract related thereto and Related Assets and Related Security, (iii) Equipment (including Fixtures) (other than Specified Equipment), (iv) Investment Collateral (other than Investment Collateral constituting Proceeds of the Pledged Collateral), (v) Documents (other than the Documents described in clause (iv) of the definition of Inventory hereof and in clause (ii) of the definition of Specified Equipment hereof), (vi) Contracts (other than Specified Contracts for which the Borrower has obtained consent but including Specified Contracts for which the Borrower has not obtained consent), (vii) Instruments (other than Intercompany Notes or Instruments constituting Proceeds of Pledged Collateral), (viii) Letter of Credit Rights, (ix) General Intangibles (other than (A) the General Intangibles described in clause (iii) of the definition of Specified Equipment hereof, (B) the General Intangibles described in clause (v) of the definition of Inventory hereof, and (C) General Intangibles constituting Proceeds of the Pledged Collateral), (x) except, in each case, to the extent the same constitutes Proceeds of the assets described in clauses (i) through (vi) of the definition of Pledged Collateral, cash and Cash Equivalents, Permitted Investments, bank accounts and securities therein (xi) Equity Interests, (xii) Chattel Paper, (xiii) motor vehicles, (xiv) any Pledged Collateral the pledge of which would result in (a) a default, right of termination or material loss of benefits or (b) require the consent of any third party (except with respect to Specified Contracts for which the Borrower has obtained consent) under any contract, indenture, mortgage, deed of trust or other agreement to which any Pledgor is a party or under which any of its properties or assets is bound and (xv) Supporting Obligations.

"Financial Asset" shall mean, collectively, with respect to each Pledgor, all "financial assets," as such term is defined in the UCC.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Pledgor, that become so related to a particular real estate that an interest therein arises under any real estate law applicable thereto.

"Full Replacement Cost" shall mean the cost associated with replacing any Inventory or Specified Equipment subject to any Destruction and, to the extent applicable, the Cost of Construction to replace the Specified Equipment, if any, and Inventory, exclusive of depreciation.

"General Intangibles" shall mean "general intangibles" as such term is defined in the UCC; provided, that, in no circumstance shall General Intangibles include any of the Excluded Collateral.

"Goodwill" shall mean, collectively, with respect to each Pledgor, the entire goodwill connected with such Pledgor's business and, in any event shall include, without limitation, all goodwill connected with the use of and symbolized by any of the Intellectual Property Collateral in which such Pledgor has any interest.

"Governmental Authority" shall mean any Federal, state, local, foreign or other governmental, quasi-governmental or administrative (including self-regulatory) body, instrumentality, department, agency, authority, board, bureau, commission, office of any nature whatsoever or other subdivision thereof, or any court, tribunal, administrative hearing body, arbitration panel or other

similar dispute-resolving body, whether now or hereafter in existence, or any officer or official thereof, having jurisdiction over any Pledgor or the Pledged Collateral or any portion thereof.

"Indemnified Liabilities" shall have the meaning assigned to such term in Section 9.4(i) hereof.

"Indemnitees" shall have the meaning assigned to such term in Section 9.4(i) hereof.

"Instruments" shall mean, collectively, with respect to each Pledgor, all "instruments," as such term is defined in the UCC, and in any event shall include, without limitation, all promissory notes, drafts, bills of exchange or acceptances.

"Insurance Certificate" shall mean a certificate evidencing the Insurance Requirements (i) in substantially the form commonly known as "ACORD 27" that (A) provides that the insurance has been issued, is in full force and effect, and conveys all the rights and privileges afforded under the Insurance Policies, (B) provides an unequivocal obligation to give advance notice to additional interest parties of termination and notification of changes and (C) purports to convey all the privileges of the Insurance Policies to the certificate holders and (ii) that otherwise complies with the requirements with respect thereto set forth in Section 4.13 hereof.

"Insurance Policies" shall mean, collectively, with respect to each Pledgor, all insurance policies held by such Pledgor or naming such Pledgor as insured, additional insured or loss payee (including, without limitation, the Required Insurance Policies), all such insurance policies entered into after the date hereof, other than insurance policies (or certificates of insurance evidencing such insurance policies) relating to health and welfare insurance and life insurance policies in which such Pledgor is not named as beneficiary (i.e., insurance policies that are not "Key Man" insurance policies) and all rights, claims and recoveries relating thereto (including, without limitation, all dividends, returned premiums and other rights to receive money in respect of any of the foregoing).

"Insurance Requirements" means, collectively, with respect to each Pledgor, all provisions of the Required Insurance Policies, all requirements of the issuer of any of the Required Insurance Policies and all orders, rules, regulations and any other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) binding upon such Pledgor and applicable to the Pledged Collateral or any use or condition thereof.

"Intellectual Property Collateral" shall mean, any intellectual property or proprietary rights in any domestic jurisdiction and any foreign jurisdiction, in each case, of any Pledgor, whether registered or unregistered, including, without limitation, (i) Patents, (ii) Trademarks, (iii) Copyrights, (iv) Trade Secrets, together, in each case, with any and all (a) renewals, extensions, supplements and continuations thereof, (b) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitations, damages and payments for past, present or future infringements or violations thereof, (c) rights to sue for past, present and future infringements or violations thereof and (d) other rights to use, exploit or practice any or all of the foregoing and (v) the Goodwill connected with each of the foregoing.

"Intercompany Notes" shall mean, with respect to the Borrower, all intercompany notes owed to the Borrower by any Domestic Subsidiary described in Schedule 1.1(b) annexed hereto (and each other intercompany note payable to the Borrower by any Domestic Subsidiary hereafter acquired by the Borrower) and all certificates, instruments or agreements evidencing such intercompany notes and all assignments, amendments, restatements, supplements, extensions, renewals, replacements or modifications thereof to the extent permitted pursuant to the terms hereof.

"Inventory" shall mean, collectively, with respect to each Pledgor, all "inventory," as such term is defined in the UCC, of such Pledgor wherever located and of every class, kind and description and, in any event shall include, without limitation, (i) all goods, merchandise, raw materials, work-in-process, returned goods, finished goods, leased goods, goods held for sale or lease, samples and consigned goods (to the extent of the consignee's interest therein), (ii) all inventory as is temporarily out of such Pledgor's custody or possession (including, without limitation, goods to be furnished or which are furnished under a contract of service), items in transit and any returns and reposessions in connection with any Accounts and (iii) all substitutions therefor or replacements thereof, and all additions and accessions thereto, (iv) to the extent relating to the inventory described in clauses (i) through (iii) hereof, all bills of lading, dock warrants, dock receipts, warehouse receipts or orders for the delivery of such inventory, and any other document which in the regular course of business is treated as adequately evidencing that the person in possession of such document is entitled to receive, hold and dispose of the document and the inventory it covers and (v) to the extent relating to the inventory described in this definition, all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data.

"Investment Collateral" shall mean, collectively, with respect to each Pledgor, all "investment property," as such term is used in the UCC, of such Pledgor and, in any event shall include, without limitation, (i) all Securities Accounts and Commodity Accounts including, without limitation all Designated Accounts, (ii) (A) all Financial Assets, cash, checks, drafts, securities and instruments deposited or held or required to be deposited or held in such Pledgor's Securities Accounts and all Security Entitlements relating thereto and (B) all Commodity Contracts, cash, checks, drafts, securities and instruments deposited or held or required to be deposited or held in such Pledgor's Commodity Accounts, (iii) all investments and all certificates and instruments, if any, from time to time representing or evidencing any other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing items listed in clauses (i) and (ii) of this definition and (iv) each consent, control or other agreement, entered into by such Pledgor with any Security Intermediary or Commodity Intermediary with which any Securities Account or Commodity Account is maintained and all rights, if any, and interests of such Pledgor in, to and under each such consent, control or other agreement; provided, however, that Investment Collateral shall in no event include the Securities Collateral.

"Joinder Agreement" shall mean the form of joinder agreement attached hereto as Exhibit 1.

"Lenders" shall have the meaning assigned to such term in the Preamble hereof.

"Letter-of-Credit Rights" shall mean, collectively, with respect to each Pledgor, each "letter of credit" and all "letters-of-credit rights," as each such term is defined in the UCC, whether or not the letter of credit is evidenced by a writing.

"Licenses" shall mean, collectively, with respect to each Pledgor, all license and distribution agreements and covenants not to sue with any other party with respect to any Patent, Trademark, or Copyright, whether such Pledgor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements or violations thereof, (iii) rights to sue for past, present and future infringements or violations thereof and (iv) any other rights to use, exploit or practice any or all of the Patents, Trademarks or Copyrights.

"Mortgage" shall mean a mortgage (or deed of trust), assignment of leases and rents and fixture filing from time to time delivered by the Borrower or any of its Domestic Subsidiaries to the Administrative Agent pursuant to the terms of the Credit Agreement.

"Mortgaged Property" shall have the meaning assigned to such term in the Mortgages.

"Net Condemnation Award" shall mean the proceeds of any award or payment on account of a Taking, together with any interest earned thereon, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Taking.

"Net Insurance Proceeds" shall mean the proceeds of any insurance payable in respect of such Destruction together with any interest earned thereon, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Destruction.

"Officers' Certificate" shall mean, as applied to any corporation, a certificate executed on behalf of such corporation by its Chairman of the Board (if an officer), its Chief Executive Officer, its Chief Financial Officer, its President or one of its Vice Presidents (or an equivalent officer) its Treasurer or any Assistant Treasurer in their official (and not individual) capacities; provided, however, that every Officer's Certificate with respect to the compliance with a condition precedent to the making of any Loan or the taking of any other action hereunder shall include (i) a statement that the officers making or giving such Officer's Certificate have read such condition and any definitions or other provisions contained in this Agreement relating thereto, and (ii) a statement as to whether, in the opinion of the signers, such condition has been complied with.

"Operative Agreement" shall mean in the case of any corporation, any charter or certificate of incorporation and by-laws thereof.

"Patents" shall mean, collectively, with respect to each Pledgor, all patents issued or assigned to and all patent applications and registrations made by such Pledgor (whether established or registered or recorded) including, without limitation, the patents and patent applications listed in

Schedule 1.1(c) annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect thereto, (ii) reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof, counterparts claiming priority therefrom, (iii) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof.

"Permitted Collateral Liens" shall have the meaning assigned to such term in Section 4.4 hereof.

"Pledged Collateral" shall have the meaning assigned to such term in Section 2.1 hereof.

"Pledgor" shall have the meaning assigned to such term in the Preamble hereof.

"Pool Receivable" with respect to any Pledgor, shall have the meaning assigned to such term in the Receivables Purchase Agreement, as in effect on the date hereof.

"Prior Liens" shall mean, collectively, the Liens identified in Schedule 1.1(d) annexed to this Agreement relating to the items of Pledged Collateral identified in such Schedule.

"Proceeds" shall mean, collectively, all "proceeds," as such term is defined in the UCC or under other relevant law, and in any event shall include, without limitation, any and all (i) proceeds of the conversion, voluntary or involuntary, of the Pledged Collateral or any portion thereof into cash or, (ii) proceeds of any insurance (except payments made to a Person which is not a party to this Agreement), indemnity, warranty, guaranty or claim payable to the Administrative Agent or to such Pledgor from time to time with respect to any of the Pledged Collateral including, without limitation, proceeds in respect of any and all Required Insurance Policies, (iii) payments (in any form whatsoever) made or due and payable to such Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Pledged Collateral by any Governmental Authority (or any Person acting on behalf of a Governmental Authority) and (iv) other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral.

"Property Insurance" shall mean, collectively, the insurance policies and coverages described in clauses (A), (C) and (D) and, to the extent applicable, clause (F) of Section 4.13(ii) hereof.

"Related Assets" with respect to any Pledgor, shall have the meaning assigned to such term in the Receivables Purchase Agreement, as in effect on the date hereof.

"Related Security" with respect to any Pledgor, shall have the meaning assigned to such term in the Receivables Purchase Agreement, as in effect on the date hereof.

"Required Insurance Policies" means, collectively, with respect to each Pledgor, the insurance policies and coverages maintained by such Pledgor with respect to the Pledged Collateral pursuant to Section 4.13 hereof and all renewals and extensions thereof.

"Requirements of Law" shall mean, collectively, any and all requirements of any Governmental Authority including, without limitation, any and all laws, ordinances, rules, regulations or similar statutes or case law.

"Secured Debt" shall mean all obligations (whether or not constituting future advances, obligatory or otherwise) of the Borrower and any and all of the Borrower's Subsidiaries party to the Loan Documents from time to time arising under or in respect (a) hereof, of the Credit Agreement and of the other Loan Documents (including, without limitation, the obligations to pay principal, interest and all other charges, fees, expenses, commissions, reimbursements, premiums, indemnities and other payments related to or in respect of the obligations contained in this Agreement, the Credit Agreement and the other Loan Documents) and (b) of up to \$30 million aggregate principal amount at any time outstanding of Indebtedness under lines of credit that have been designated by the Borrower as "Designated Lines of Credit", in each case whether (i) such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due whether at stated maturity, by acceleration or otherwise, (ii) arising in the regular course of business or otherwise, (iii) for payment or performance and/or (iv) now existing or hereafter arising (including, without limitation, interest and other obligations arising or accruing after the commencement of any bankruptcy, insolvency, reorganization or similar proceeding with respect to any Loan Party or any other Person, or which would have arisen or accrued but for the commencement of such proceeding, even if such obligation or the claim therefor is not enforceable or allowable in such proceeding).

"Secured Parties" shall have the meaning assigned to such term in Recital E hereof.

"Securities Account" shall mean, with respect to each Pledgor, each "securities account," as such term is defined in the UCC, established or maintained for or on behalf of such Pledgor.

"Securities Collateral" shall mean, collectively, the Intercompany Notes and the Distributions.

"Securities Intermediary" shall mean "securities intermediary," as such term is defined in the UCC.

"Specified Contract" shall mean (i) those Contracts separately disclosed in writing to the Administrative Agent pursuant to Section 8.18 of the Credit Agreement, (ii) any Contract including a license or License (other than a lease with respect to real property of the Borrower or its Domestic Subsidiaries) with a term in excess of 12 months and requiring payments to or from the Borrower or its Subsidiaries in excess of \$5.0 million over the life of the contract and (iii) any Contract that is a lease with respect to real property under which the Borrower or any of its Domestic Subsidiaries is the lessee with respect to which the leased property exceeds 30,000 square feet.

"Specified Equipment" shall mean (i) that Equipment (including Fixtures) as specified in a separate written agreement to be agreed by the Borrower and the Administrative Agent no later than November 15, 2001 pursuant to and in accordance with paragraph (8) of Schedule 5.13 of the Amendment, (ii) to the extent relating to the Equipment described in clause (i) hereof, all bills of lading, dock warrants, dock receipts, warehouse receipts or orders for the delivery of such Equipment, and any other document which in the regular course of business is treated as adequately evidencing that the person in possession of such document is entitled to receive, hold and dispose of the document and the equipment it covers and (iii) to the extent relating to the Equipment described in this definition, all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, advertising materials, operating manuals, warranties, guaranties, appraisals, studies and data.

"Supporting Obligation" shall mean "supporting obligation" as such term is defined in the UCC.

"Taking" shall mean any taking of the Inventory or Specified Equipment or any portion thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use of the Pledged Collateral or Mortgaged Property or any portion thereof, by any Governmental Authority, civil or military.

"Trademarks" shall mean, collectively, with respect to each Pledgor, trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URLs), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing (whether statutory or common law), including, without limitation, the registrations and applications listed in Schedule 1.1(e) annexed hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Pledgor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, and (iv) rights to sue for past, present and future infringements thereof.

"Trade Secrets" shall mean all know-how, trade secrets, customer and supplier lists, proprietary information, inventions, methods, procedures, formulae, descriptions, compositions, technical data, drawings, specifications, name plates, catalogs, confidential information and right to limit the use or disclosure thereof by any person or entity, pricing and cost information, business and marketing plans and proposals, and such other assets which relate to such goodwill.

"UCC" shall mean the Uniform Commercial Code as in effect on the date hereof in the State of New York; provided, however, that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of the security interest in any item or portion of the Pledged Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection.

SECTION 1.2 Interpretation. In this Agreement, unless otherwise specified, (i) singular words include the plural and plural words include the singular, (ii) words importing any gender include the other gender, (iii) references to any Person include such Person's successors and assigns and in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives, (iv) references to any statute or other law include all applicable rules, regulations and orders adopted or made thereunder and all statutes or other laws amending, consolidating or replacing the statute or law referred to, (v) the words "consent," "approve" and "agree," and derivations thereof or words of similar import, mean the prior written consent, approval or agreement of the Person in question, (vi) the words "include" and "including," and words of similar import, shall be deemed to be followed by the words "without limitation", (vii) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, refer to this Agreement in its entirety, (viii) unless otherwise expressly indicated, references to Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are to the Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses hereof, (ix) the Schedules and Exhibits to this Agreement, in each case as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof are incorporated herein by reference, (x) the titles and headings of Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are inserted as a matter of convenience only and shall not affect the construction of any provisions hereof and (xi) all obligations of each Pledgor hereunder shall be satisfied by each Pledgor at each Pledgor's sole cost and expense.

SECTION 1.3 Resolution of Drafting Ambiguities. Each Pledgor acknowledges and agrees that it was represented by counsel in connection with the execution and delivery hereof, that it and its counsel reviewed and participated in the preparation and negotiation hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (i.e., the Administrative Agent) shall not be employed in the interpretation hereof.

ARTICLE II

GRANT OF SECURITY AND SECURED DEBT

SECTION 2.1 Pledge. As collateral security for the payment and performance in full of all the Secured Debt, each Pledgor hereby pledges, assigns, transfers and grants to the Administrative Agent for its benefit and for the benefit of the Secured Parties, a first priority security interest in and to and pledge of all the right, title and interest of such Pledgor in, to and under the following property, wherever located, whether now existing or hereafter arising or acquired from time to time (collectively, the "Pledged Collateral"):

- (i) Inventory;
- (ii) Specified Equipment, if any;

- (iii) Specified Contracts (except to the extent any such Contract constitutes Excluded Collateral);
- (iv) Intercompany Notes;
- (v) Distributions;
- (vi) Intellectual Property Collateral;
- (vii) all books and records (to the extent the same relate to any or all of the foregoing); and
- (viii) all Proceeds of any or all of the foregoing.

Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Agreement, the Pledged Collateral in which a security interest is granted hereunder shall in no circumstance include and specifically excludes any and all Excluded Collateral; provided, however, that any Pledgor owning or obtaining rights in any Specified Contracts that expressly prohibit assignment of such rights, shall upon request of the Administrative Agent, use reasonable good faith efforts to obtain within thirty (30) days of such request the consent of the other parties thereto to permit the assignment of such rights hereunder; provided, further, that such Pledgors shall in no event be required to pay or cause to be paid any remuneration to any such party with respect to any Specified Contract in order to obtain such consent.

SECTION 2.2 Secured Debt. This Agreement secures, and the Pledged Collateral is collateral security for, the payment and performance in full when due of the Secured Debt.

SECTION 2.3 Future Advances. This Agreement shall secure the payment of any and all amounts advanced from time to time pursuant to the Loan Documents or any Designated Lines of Credit.

SECTION 2.4 No Release. Nothing set forth in this Agreement shall relieve any Pledgor from the performance of any term, covenant, condition or agreement on such Pledgor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or shall impose any obligation on the Administrative Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on such Pledgor's part to be so performed or observed or shall impose any liability on the Administrative Agent or any other Secured Party for any act or omission on the part of such Pledgor relating thereto or for any breach of any representation or warranty on the part of such Pledgor contained in this Agreement or any other Loan Document, or under or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of each Pledgor contained in this Section 2.4 shall survive the termination hereof and the discharge of such Pledgor's other obligations under this Agreement and the other Loan Documents.

ARTICLE III

PERFECTION; SUPPLEMENTS; FURTHER ASSURANCES; USE OF PLEDGED COLLATERAL

SECTION 3.1 Financing Statements and Other Filings. The only filings, registrations and recordings (including filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the security interest created in Pledged Collateral consisting of United States Patents, United States Trademarks and United States Copyrights) necessary and appropriate to create, preserve, protect and perfect the security interest granted by each Pledgor to the Administrative Agent pursuant to this Agreement in respect of the Pledged Collateral (other than Intellectual Property Collateral located in any foreign jurisdiction) to the extent that the security interest therein may be perfected by filing, recording or registration under the UCC are listed in Schedule 3.1 annexed hereto. All such filings, registrations and recordings have been filed, registered and recorded contemporaneously with the execution of the Loan Documents or shall be filed, registered and recorded promptly after the date thereof. Subject to Section 4.3(ii) hereof with respect to Pledged Collateral that consists of Intellectual Property Collateral located in a foreign jurisdiction, each Pledgor agrees that at any time and from time to time, it will execute and, at the sole cost and expense of the Pledgors file and refile, or permit the Administrative Agent to file and refile, such financing statements, continuation statements and other documents (including, without limitation, this Agreement), in form reasonably acceptable to the Administrative Agent, in such offices (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office) as the Administrative Agent may deem reasonably necessary or appropriate, wherever required or permitted by law in order to perfect, continue and maintain a valid, enforceable, first priority security interest in the Pledged Collateral as provided herein and to preserve the other rights and interests granted to the Administrative Agent hereunder, as against third parties, with respect to any Pledged Collateral. Each Pledgor hereby authorizes the Administrative Agent to file any such financing or continuation statement or other document without the signature of such Pledgor where permitted by law.

SECTION 3.2 Joinder of Affiliates. The Borrower shall cause each Domestic Subsidiary of the Borrower which, from time to time, after the date hereof shall be required to pledge any assets to the Administrative Agent for the benefit of the Secured Parties pursuant to the provisions of the Credit Agreement, to execute and deliver to the Administrative Agent a Joinder Agreement and, upon such execution and delivery, such Domestic Subsidiary shall be deemed to be a "Pledgor" for all purposes hereunder.

SECTION 3.3 Supplements; Further Assurances. Subject to Section 4.3(ii) hereof with respect to Pledged Collateral that consists of Intellectual Property Collateral located in a foreign jurisdiction, each Pledgor agrees to take such further actions, and to execute and deliver to the Administrative Agent such additional assignments, agreements, supplements, powers, financing statements and instruments, as the Administrative Agent may deem necessary or appropriate, wherever required or permitted by law, in order to perfect, preserve and protect the security interest in the Pledged Collateral as provided herein and the rights and interests granted to the Administrative Agent

hereunder, to carry into effect the purposes hereof or better to assure and confirm unto the Administrative Agent or permit the Administrative Agent to exercise and enforce its respective rights, powers and remedies hereunder with respect to any Pledged Collateral. Subject to Section 4.3(ii) hereof with respect to Pledged Collateral that consists of Intellectual Property Collateral located in a foreign jurisdiction, the Administrative Agent may institute and maintain, in its own name or in the name of any Pledgor, such suits and proceedings as the Administrative Agent may be advised by counsel shall be necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Pledged Collateral. All of the foregoing shall be at the reasonable sole cost and expense of the Pledgors.

SECTION 3.4 Use and Pledge of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, the Administrative Agent shall from time to time execute and deliver, upon written request of any Pledgor and at the sole cost and expense of the Pledgors, any and all instruments, certificates or other documents, in a form reasonably requested by such Pledgor, necessary or appropriate in the reasonable judgment of such Pledgor to enable such Pledgor to continue to exploit, license, use, enjoy and protect the Pledged Collateral in accordance with the terms hereof and the Credit Agreement. The Pledgors and the Administrative Agent acknowledge that this Agreement is intended to grant to the Administrative Agent for the benefit of the Secured Parties a security interest in and Lien upon the Pledged Collateral and shall not constitute or create a present assignment of any of the Pledged Collateral.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS

Each Pledgor represents, warrants and covenants as follows:

SECTION 4.1 Payment. Such Pledgor shall pay as and when the same shall become due, whether at its stated maturity, by acceleration or otherwise, each and every amount payable by such Pledgor under the Loan Documents.

SECTION 4.2 Authority and Validity; Preservation of Corporate Existence.

(i) Such Pledgor represents and warrants that (A) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (B) it is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, (C) it has full organizational power and lawful authority to execute and deliver this Agreement and to pledge the Pledged Collateral as contemplated herein, and all corporate, partnership, limited liability company actions, consents, authorizations and approvals necessary or required therefor have been duly and effectively taken or obtained, and (D) this Agreement is a legal, valid and binding obligation of such Pledgor, enforceable against such Pledgor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or

similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(ii) Except to the extent permitted under the Credit Agreement, such Pledgor shall (A) preserve and maintain in full force and effect its existence and good standing under the laws of the jurisdiction of its organization, (B) preserve and maintain in full force and effect its qualification to transact business and good standing in the state in which the Pledged Collateral is located and (C) to the extent applicable, preserve and maintain in full force and effect all consents, authorizations and approvals necessary or required of any Governmental Authority or any other Person relating to the execution, delivery and performance hereof.

SECTION 4.3 Perfection Actions; Prior Liens.

(i) Upon the completion of the filings and other actions contemplated in Section 3.1 hereof, the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Agreement in and to the Pledged Collateral (other than Intellectual Property Collateral located in any foreign jurisdiction) will constitute a perfected, continuing first priority security interest therein, to the extent governed by Articles 8 and 9 of the UCC and to the extent that the security interest therein may be perfected by filing, recording or registration under the UCC, superior and prior to the rights of all other Persons therein other than with respect to the holders of (i) the Prior Liens and (ii) Contested Liens.

(ii) As soon as practicable, and in any event not later than 60 days from the date hereof, each Pledgor shall take all action in the reasonable opinion of the Administrative Agent (including delivery of opinions of counsel in form and substance reasonably acceptable to the Administrative Agent) to grant and maintain in favor of the Administrative Agent a fully perfected first priority pledge of, lien on and security interest in any material Intellectual Property Collateral owned by a Pledgor located in a foreign jurisdiction; provided, however, that at the reasonable request of any Pledgor, such Pledgor shall not be required to take any action set forth in this Section 4.3(ii) if the Administrative Agent determines in its reasonable discretion that the economic detriment and cost to such Pledgor of taking such action would be excessive in relation to the value of the security to be afforded thereby.

SECTION 4.4 Limitation on Liens. Such Pledgor is as of the date hereof, and, as to Pledged Collateral acquired by it from time to time after the date hereof, such Pledgor will be, the sole direct and beneficial owner of all Pledged Collateral pledged by it hereunder free from any Lien or other right, title or interest of any Person other than (i) Prior Liens (but not to extensions, amendments, supplements or replacements of Prior Liens unless consented to by the Administrative Agent (such consent not to be unreasonably withheld)), (ii) the Lien and security interest created by this Agreement, (iii) Contested Liens and (iv) the Liens described in clauses (a), (b), (d), (e) (provided, that, the Lien described in clause (e) shall in no event extend to or cover any Pledged Collateral other than the property so being acquired), (f), (g) (provided, that, with respect to any Pledgor, the Lien described in clause (g) shall extend to and cover solely Pool Receivables, Related Assets and any other assets subject to such Lien as of the date hereof and no other property or assets of any Pledgor), (h), (j) and (k) of the definition of Permitted Liens in Section 6.1 of the Credit Agreement (the Liens de-

scribed in clauses (i) through (iv) of this sentence, collectively, "Permitted Collateral Liens"). Such Pledgor shall defend the Pledged Collateral pledged by it hereunder against all claims and demands of all Persons at any time claiming any interest therein adverse to the Administrative Agent or any other Secured Party. There is no agreement, and no Pledgor shall enter into any agreement or take any other action, that would result in the imposition of any Lien (other than Permitted Collateral Liens), restrict the transferability of any of the Pledged Collateral or otherwise impair or conflict with such Pledgor's obligations or the rights of the Administrative Agent hereunder.

SECTION 4.5 Other Financing Statements. There is no (nor will there be any) valid or effective financing statement (or similar statement or instrument of registration under the law of any applicable jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral (other than Intellectual Property Collateral located in a foreign jurisdiction) other than financing statements relating to Permitted Collateral Liens, and so long as any of the Secured Debt remains unpaid or the Commitment of the Lenders to make any Loan or to issue any Letter of Credit shall not have expired or been sooner terminated, no Pledgor shall execute, authorize or permit to be filed in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to any Pledged Collateral (other than Intellectual Property Collateral located in a foreign jurisdiction), except, in each case, financing statements filed or to be filed in respect of and covering the security interests granted by such Pledgor to the holder of the Permitted Collateral Liens.

SECTION 4.6 Chief Executive Office; Records; Change of Name; Jurisdiction of Organization. The chief executive office of such Pledgor is located at the address indicated next to its name in Schedule 4.6 annexed hereto. Such Pledgor shall not move its chief executive office to any location other than one within the continental United States that is listed with respect to such Pledgor in such Schedule 4.6 except to such new location as such Pledgor may establish in accordance with the last sentence of this Section 4.6. Such Pledgor shall not establish a new location for its chief executive office to any location other than one within the continental United States that is listed with respect to such Pledgor in Schedule 4.6 or change its name, identity or structure until (i) it shall have given the Administrative Agent not less than ten (10) days' prior written notice (in the form of an Officers' Certificate) of its intention so to do, clearly describing such new location within the continental United States or name and providing such other information in connection therewith as the Administrative Agent may reasonably request and (ii) with respect to such new location or name, such Pledgor shall have taken all action reasonably satisfactory to the Administrative Agent to maintain the perfection and priority of the security interest of the Administrative Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, using good faith efforts to obtain waivers of landlord's or warehouseman's liens with respect to such new location, if applicable; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain such waivers.

The exact legal name, type of organization and jurisdiction of organization (together with the organizational identification number, if any, issued by such jurisdiction to such Pledgor) of such Pledgor is set forth in Schedule 4.6 hereto. Such Pledgor shall not "reincorporate" or "reorganize" or otherwise cause the Pledged Collateral to be transferred to a Person incorporated or organized in another state except to the extent (a) permitted pursuant to the provisions of the Credit

Agreement, (b) it shall have given to the Administrative Agent not less than ten (10) days' prior written notice (in the form of an Officers' Certificate) of its intention so to do clearly describing such transaction and providing such other information in connection therewith as the Administrative Agent may reasonably request and (c) with respect to such transaction, such Pledgor shall have taken all action reasonably satisfactory to the Administrative Agent to maintain the perfection and priority of the security interest of the Administrative Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby.

SECTION 4.7 Location of Inventory and Specified Equipment.

(i) All Inventory of such Pledgor is located at the chief executive office or such other location with respect to such Pledgor listed in Schedule 4.6 annexed hereto. To the extent any Inventory with an aggregate book value in excess of \$150,000 is located at a site subject to a real property lease, such Pledgor shall use good faith efforts to obtain waivers of landlord's or warehouseman's liens with respect to the Inventory located at such leased site; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain such waiver; provided, further, that such Pledgor shall pay the commercially reasonable legal counsel fees (if requested) of such Person from whom such waiver is requested in connection with obtaining such waiver so long as the Inventory located at such site has an aggregate book value in excess of \$500,000. Such Pledgor shall not move any Inventory to any location other than one within the continental United States that is listed with respect to such Pledgor in such Schedule 4.6 until (i) it shall have given the Administrative Agent not less than ten (10) days' prior written notice (in the form of an Officers' Certificate) of its intention so to do, clearly describing such new location within the continental United States and providing such other information in connection therewith as the Administrative Agent may reasonably request and (ii) with respect to such new location, such Pledgor shall have taken all action reasonably satisfactory to the Administrative Agent to maintain the perfection and priority of the security interest of the Administrative Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, using good faith efforts to obtain waivers of landlord's or warehouseman's liens with respect to such new location, if applicable; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain such waiver; provided, further, that such Pledgor shall pay the commercially reasonable legal counsel fees (if requested) of such Person from whom such waiver is requested in connection with obtaining such waiver so long as the Inventory located at such site has an aggregate book value in excess of \$500,000.

(ii) In connection with the delivery of any Specified Equipment hereunder the Borrower shall deliver to the Administrative Agent Schedule 2(d) of the Perfection Certificate with respect to the Specified Equipment. To the extent any Specified Equipment with an aggregate book value in excess of \$150,000 is located at a site subject to a real property lease, such Pledgor shall use good faith efforts to obtain waivers of landlord's or warehouseman's liens with respect to the Specified Equipment located at such leased site; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain such waiver; provided, further, that such Pledgor shall pay the commercially reasonable legal counsel fees (if requested) of such Person from whom such waiver is requested in connection with obtaining such waiver so long as the Specified Equipment located at such site has an aggregate book value in excess of \$500,000. Such

Pledgor shall not move any Specified Equipment to any location other than one within the continental United States that is listed with respect to such Pledgor in the Perfection Certificate, as amended, until (i) it shall have given the Administrative Agent not less than ten (10) days' prior written notice (in the form of an Officers' Certificate) of its intention so to do, clearly describing such new location within the continental United States and providing such other information in connection therewith as the Administrative Agent may reasonably request and (ii) with respect to such new location, such Pledgor shall have taken all action reasonably satisfactory to the Administrative Agent to maintain the perfection and priority of the security interest of the Administrative Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, using good faith efforts to obtain waivers of landlord's or warehouseman's liens with respect to such new location, if applicable; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain such waiver; provided, further, that such Pledgor shall pay the commercially reasonable legal counsel fees (if requested) of such Person from whom such waiver is requested in connection with obtaining such waiver so long as the Specified Equipment located at such site has an aggregate book value in excess of \$500,000.

SECTION 4.8 Condition and Maintenance of Equipment. The Specified Equipment of such Pledgor is in good repair, working order and condition, reasonable wear and tear excepted. Each Pledgor shall cause the Specified Equipment to be maintained and preserved in good repair, working order and condition, reasonable wear and tear excepted, and shall as quickly as commercially practicable make or cause to be made all repairs, replacements and other improvements which are necessary or appropriate in the conduct of such Pledgor's business.

SECTION 4.9 Corporate Names; Prior Transactions. Such Pledgor has not, during the past five years, been known by or used any other corporate or fictitious name or been a party to any merger or consolidation, or acquired all or substantially all of the assets of any Person, or acquired any of its property or assets out of the ordinary course of business, except for such names as set forth in Schedule 4.9 annexed hereto.

SECTION 4.10 No Claims. Such Pledgor owns or has rights to use all the Pledged Collateral pledged by it hereunder and all rights with respect to any of the foregoing or material to such Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Loan Documents. The use by such Pledgor of such Pledged Collateral and all such rights with respect to the foregoing do not infringe on the rights of any Person. To the knowledge of the Borrower no claim has been made and remains outstanding that such Pledgor's use of any Pledged Collateral does or may violate the rights of any third Person that would have a Material Adverse Effect on the use or value of such Pledged Collateral.

SECTION 4.11 No Conflicts, Consents, etc. Neither the execution and delivery hereof by each Pledgor nor the consummation of the transactions herein contemplated nor the fulfillment of the terms hereof (i) violates any Operative Agreement of such Pledgor, (ii) violates the terms of any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which such Pledgor is a party, or by which it may be bound or to which any of its properties or assets may be subject, (iii) conflicts with any Requirement of Law applicable to any such Pledgor or its property except in the case of clauses (ii) and (iii) above, for such violations that would not reasona-

bly be expected to have, individually or in the aggregate, a Material Adverse Effect, or (iv) results in or requires the creation or imposition of any Lien (other than the Lien contemplated hereby) upon or with respect to any of the property now owned or hereafter acquired by such Pledgor. With respect to Pledged Collateral that consists of Specified Contracts only, except as set forth in Schedule 4.11 annexed hereto, no consent of any party (including, without limitation, equityholders or creditors of such Pledgor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any Governmental Authority or regulatory body or other Person is required for (A) the pledge by such Pledgor of the Pledged Collateral consisting of Specified Contracts pledged by it pursuant to this Agreement or for the execution, delivery or performance hereof by such Pledgor. In the event that the Administrative Agent desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Administrative Agent, such Pledgor agrees to use good faith efforts to assist and aid the Administrative Agent to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers; provided, however, that such Pledgor shall in no event be required to pay or cause to be paid any remuneration to any Person to obtain any approvals or consents.

SECTION 4.12 Pledged Collateral. All information set forth herein, including the schedules annexed hereto, and all information contained in any documents, schedules and lists heretofore delivered to any Secured Party in connection with this Agreement, in each case, relating to the Pledged Collateral, is accurate and complete in all material respects. The Pledged Collateral described on the schedules annexed hereto constitutes all the material property of such type of Pledged Collateral owned or held by the Pledgors.

SECTION 4.13 Insurance; Condemnation.

(i) Required Insurance Policies and Coverages. No Pledgor shall take any action that impairs the rights of the Administrative Agent or any Secured Party in the Pledged Collateral other than Intellectual Property Collateral located in a foreign jurisdiction and (A) as of the date hereof, the Pledged Collateral (other than Intellectual Property Collateral located in a foreign jurisdiction) and the use, occupancy and operation thereof comply with all Insurance Requirements, and there exists no default under any Insurance Requirement, (B) all premiums due and payable with respect to the Required Insurance Policies have been paid, (C) all Insurance Policies are in full force and effect and such Pledgor has not received notice of violation or cancellation thereof and (D) all Insurance Policies or Insurance Certificates have been delivered to the Administrative Agent. Each Pledgor shall at all times keep the Pledged Collateral insured, at such Pledgor's own expense.

(ii) Proceeds of Destructions and Taking.

(A) If there shall occur any Destruction in an aggregate amount in excess of \$250,000, such Pledgor shall promptly send to the Administrative Agent a notice setting forth the nature and extent of such Destruction. If there shall occur any Taking, in an aggregate amount in excess of \$250,000 such Pledgor shall immediately notify the Administrative Agent upon receiving notice of such Taking or commencement of proceedings therefor. The Administrative Agent may participate in any proceedings or negotiations which might result in any Taking, and such Pledgor shall deliver or cause to be

delivered to the Administrative Agent all instruments reasonably requested by it to permit such participation. The Administrative Agent may be represented by counsel satisfactory to it at the reasonable expense of such Pledgor in connection with any such participation. Such Pledgor shall pay all reasonable fees, costs and expenses incurred by the Administrative Agent in connection with any Taking and in seeking and obtaining any award or payment on account thereof. The Net Insurance Proceeds and Net Condemnation Awards are hereby assigned and, at any time during the continuance of an Event of Default, shall be paid to the Administrative Agent. Such Pledgor shall take all steps necessary to notify the condemning authority of such assignment.

(iii) Delivery After Foreclosure. In the event that the proceeds of any insurance claim are paid after the Administrative Agent has exercised its right to foreclose after an Event of Default such proceeds shall be paid to the Administrative Agent to satisfy any deficiency remaining after such foreclosure. The Administrative Agent shall retain its interest in the Insurance Policies required to be maintained pursuant to this Agreement during any redemption period.

SECTION 4.14 Payment of Taxes; Compliance with Laws; Contesting Liens; . Each Pledgor represents and warrants that all Charges imposed upon or assessed against the Pledged Collateral have been paid and discharged except to the extent such Charges constitute a Lien not yet due and payable. Each Pledgor shall pay prior to the date on which any penalties would attach thereto all Charges against the Pledged Collateral. Each Pledgor shall comply with all Requirements of Law applicable to the Pledged Collateral the failure to comply with which would have an adverse effect on the value or use of such Pledged Collateral or the Lien on such Pledged Collateral granted to the Administrative Agent hereunder. Notwithstanding the foregoing, each Pledgor may at its own expense contest the validity, amount or applicability of any Charges by appropriate legal or administrative proceedings, prosecution of which operates to prevent the collection thereof and the sale or forfeiture of the Pledged Collateral or any part thereof to satisfy the same; provided, however, that (i) any such contest shall be conducted in good faith by appropriate proceedings instituted with reasonable promptness and diligently conducted and (ii) in connection with such contest, such Pledgor shall have (A) made provision for the payment of such contested Charge on such Pledgor's books if and to the extent required by GAAP or (B) at the option and upon the request of the Administrative Agent, have deposited with the Administrative Agent a sum sufficient to pay and discharge such Charge and the Administrative Agent's estimate of all interest and penalties related thereto, properly bonded such amount or obtained a stay of enforcement of any such Lien pending the final determination of such proceeding. Notwithstanding the foregoing provisions of this Section 4.14, (i) no contest of any such obligation may be pursued by such Pledgor if such contest would expose the Administrative Agent or any other Secured Party to (A) a reasonable risk of possible criminal liability or (B) unless such Pledgor shall have furnished a bond or other security therefor satisfactory to the Administrative Agent, or such Secured Party, as the case may be, any additional civil liability for failure to comply with such obligations and (ii) if at any time payment or performance of any obligation contested by such Pledgor pursuant to this Section 4.14 shall become necessary to prevent the imposition of remedies because of non-payment, such Pledgor shall pay or perform the same, in sufficient time to prevent the imposition of remedies in respect of such default or prospective default.

SECTION 4.15 Access to Pledged Collateral, Books and Records; Other Information.
Upon written request to each Pledgor and subject to the terms of any applicable confidentiality

agreement, the Administrative Agent, its agents, accountants and attorneys shall have full and free access to visit and inspect, as applicable, during normal business hours and such other reasonable times as may be requested by the Administrative Agent all the Pledged Collateral and Mortgaged Property including, without limitation, all the books, correspondence and records of such Pledgor relating thereto. The Administrative Agent and its representatives may, subject to the terms of Section 11.18 of the Credit Agreement, examine the same, take extracts therefrom and make photocopies thereof, and such Pledgor agrees to render to the Administrative Agent, at such Pledgor's cost and expense, such clerical and other assistance as may be requested by the Administrative Agent with regard thereto. Subject to the terms of any applicable confidentiality agreement, such Pledgor shall, at any and all times, within a reasonable time after written request by the Administrative Agent, furnish or cause to be furnished to the Administrative Agent, in such manner and in such detail as may be reasonably requested by the Administrative Agent, additional information with respect to the Pledged Collateral.

ARTICLE V

CERTAIN PROVISIONS CONCERNING INTELLECTUAL PROPERTY COLLATERAL

SECTION 5.1 Grant of License. For the purpose of enabling the Administrative Agent, during the continuance of an Event of Default, to exercise rights and remedies under Article VII hereof at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Pledgor hereby grants to the Administrative Agent a non-exclusive license (exercisable without payment of royalty or other compensation to such Pledgor) to use, assign, or license any of the Intellectual Property Collateral now owned or hereafter acquired by such Pledgor, wherever the same may be located, including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout hereof.

SECTION 5.2 Registrations. Except pursuant to licenses and other user agreements entered into by any Pledgor in the ordinary course of business on and as of the date hereof (i) each Pledgor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any material Copyright, material Patent or material Trademark listed in Schedules 1.1(a), 1.1(c) and 1.1(e), and (ii) all registrations listed in Schedules 1.1(a), 1.1(c) and 1.1(e) are valid and in full force and effect.

SECTION 5.3 No Violations or Proceedings. To each Pledgor's knowledge, on and as of the date hereof, (i) except as set forth in Schedule 5.3 annexed hereto, there is no violation by others of any right of such Pledgor with respect to any Copyright, Patent or Trademark listed in Schedules 1.1(a), 1.1(c) and 1.1(e) annexed hereto, respectively, pledged by it under the name of such Pledgor, (ii) such Pledgor is not infringing upon any Copyright, Patent or Trademark of any other Person (in the case of clauses (i) and (ii) above excepting any violation that would not reasonably be expected to result in a Material Adverse Effect) and (iii) no proceedings have been instituted or are

pending against such Pledgor or, to such Pledgor's knowledge, threatened, and no claim against such Pledgor has been received by such Pledgor, alleging any such violation, except as may be set forth in Schedule 5.3.

SECTION 5.4 Protection of Administrative Agent's Security. On a continuing basis, each Pledgor shall, at its sole cost and expense, (i) within a reasonable time following its becoming aware thereof, notify the Administrative Agent of (A) any adverse determination in any adverse proceeding in the United States Patent and Trademark Office or the United States Copyright Office with respect to any material Patent, material Trademark or material Copyright or (B) the institution of any adverse proceeding or any adverse determination in any Federal, state or local court or administrative body regarding such Pledgor's claim of ownership in or right to use any of the Intellectual Property Collateral material to such Pledgor's operation of its business as presently conducted and contemplated by the Credit Agreement, its right to register such Intellectual Property Collateral or its right to keep and maintain such registration in full force and effect, (ii) maintain and protect the Intellectual Property Collateral material to the operation of such Pledgor's business as presently conducted and as contemplated by the Credit Agreement, (iii) not permit to lapse or become abandoned any Intellectual Property Collateral material to the operation of such Pledgor's business as presently conducted and as contemplated by the Credit Agreement without the consent of the Administrative Agent such consent not to be unreasonably withheld, (iv) upon such Pledgor obtaining actual knowledge thereof, within a reasonable time notify the Administrative Agent in writing of any event which may be expected to materially adversely affect the value or utility of the Intellectual Property Collateral or any portion thereof material to the operation of such Pledgor's business as presently conducted and contemplated by the Credit Agreement, the ability of such Pledgor or the Administrative Agent to dispose of such Intellectual Property Collateral or any portion thereof or the rights and remedies of the Administrative Agent in relation thereto including, without limitation, a levy or threat of levy or any legal process against any Intellectual Property Collateral or any portion thereof material to the operation of such Pledgor's business as presently conducted and contemplated by the Credit Agreement, (v) until the Administrative Agent exercises its rights to make collection, diligently keep adequate records respecting the Intellectual Property Collateral and (vi) furnish to the Administrative Agent from time to time detailed statements and amended schedules further identifying and describing the Intellectual Property Collateral and such other materials evidencing or reports pertaining to the Intellectual Property Collateral as the Administrative Agent may from time to time request in writing.

SECTION 5.5 After-Acquired Property. If any Pledgor shall, at any time before the termination of this Agreement pursuant to Section 9.6 herein (i) obtain any rights to any additional Intellectual Property Collateral or (ii) become entitled to the benefit of any additional Intellectual Property Collateral or any renewal or extension thereof, including any reissue, division, continuation, or continuation-in-part of any Intellectual Property Collateral, or any improvement on any Intellectual Property Collateral, the provisions hereof shall automatically apply thereto and any such item enumerated in clause (i) or (ii) of this Section 5.5 with respect to such Pledgor shall automatically constitute Intellectual Property Collateral if such would have constituted Intellectual Property Collateral at the time of execution hereof and be subject to the Lien and security interest created by this Agreement without further action by any party. Each Pledgor shall provide to the Administrative Agent written notice of any of the foregoing with respect to any material Intellectual Property Collateral no later than June 1 and December 1 of each year.

SECTION 5.6 Modifications. Each Pledgor authorizes the Administrative Agent to modify this Agreement by amending Schedules 1.1(a), 1.1(c), and 1.1(e) annexed hereto to include any Intellectual Property Collateral acquired or arising after the date hereof of such Pledgor including, without limitation, any of the items listed in Section 5.5 hereof.

SECTION 5.7 Applications. Each Pledgor shall prosecute diligently all applications for the Patents, Trademarks or Copyrights now or hereafter pending that would be material to the operation of such Pledgor's business as presently conducted and as contemplated by the Credit Agreement to which any such applications pertain, and shall do all acts necessary to preserve and maintain all rights in the Intellectual Property Collateral necessary to the operation of such Pledgor's business as presently conducted and as contemplated by the Credit Agreement. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Pledgors. No Pledgor shall abandon any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright material to the operation of such Pledgor's business as presently conducted and as contemplated by the Credit Agreement without the consent of the Administrative Agent which consent shall not be unreasonably withheld.

SECTION 5.8 Litigation.

(i) Unless there shall occur and be continuing any Event of Default, each Pledgor shall have the right to commence and prosecute in its own name, as the party in interest, for its own benefit and at the sole cost and expense of the Pledgors, such applications for protection of the Intellectual Property Collateral and suits, proceedings or other actions to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value or other damage as are necessary to protect the Intellectual Property Collateral. In accordance with Section 9.4 hereof and subject to the exceptions set forth in Section 9.4 hereof, each Pledgor shall indemnify and hold harmless each Indemnitee from and against all Indemnified Liabilities which may be imposed on, incurred by or asserted against such Indemnitee in connection with or in any way arising out of the suits, proceedings or other actions contemplated in this Section 5.8(i).

(ii) Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall have the right but shall in no way be obligated to file applications for protection of the Intellectual Property Collateral and/or bring suit in the name of any Pledgor, the Administrative Agent or the Secured Parties to enforce the Intellectual Property Collateral and any license thereunder. In the event of such suit, each Pledgor shall, do any and all lawful acts and execute any and all documents reasonably requested by the Administrative Agent in aid of such enforcement and the Pledgors shall promptly reimburse and indemnify the Administrative Agent, as the case may be, for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 5.8 in accordance with Section 9.3 hereof. In the event that the Administrative Agent shall elect not to bring suit to enforce the Intellectual Property Collateral, each Pledgor agrees, at the request of the Administrative Agent, to take all actions necessary, whether by suit, proceeding or other action, to prevent the infringement, counterfeiting, unfair competition, dilution, diminution in value of or other damage to any of the Intellectual Property Collateral material to such Pledgor's business as currently conducted and as contemplated to be conducted pursuant to the Credit Agreement by others and for that purpose agrees, upon the written request of the Administrative

Agent, to diligently maintain any suit, proceeding or other action against any Person so infringing necessary to prevent such infringement.

ARTICLE VI

TRANSFERS AND OTHER LIENS

No Pledgor shall (i) sell, convey, assign or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral pledged by it hereunder except as permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral pledged by it hereunder other than Permitted Collateral Liens.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Remedies. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may from time to time exercise in respect of the Pledged Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it:

(i) Personally, or by agents or attorneys, immediately take possession of the Pledged Collateral or any part thereof, from any Pledgor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose may enter upon any Pledgor's premises where any of the Pledged Collateral is located, remove such Pledged Collateral, remain present at such premises to receive copies of all communications and remittances relating to the Pledged Collateral and use in connection with such removal and possession any and all services, supplies, aids and other facilities of any Pledgor;

(ii) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Pledged Collateral including, without limitation, instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Pledged Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Administrative Agent, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; provided, however, that in the event that any such payments are made directly to any Pledgor, prior to receipt by any such obligor of such instruction, such Pledgor shall segregate all amounts received pursuant thereto in trust for the benefit of the Administrative Agent;

(iii) Direct any Pledgor to sell, assign, grant a license to use or otherwise liquidate, any and all investments made in whole or in part with the Pledged Collateral or any part

thereof, and take possession of the proceeds of any such sale, assignment, license or liquidation;

(iv) Take possession of the Pledged Collateral or any part thereof, by directing any Pledgor in writing to deliver the same to the Administrative Agent at any place or places so designated by the Administrative Agent, in which event such Pledgor shall at its own expense: (A) forthwith cause the same to be moved to the place or places designated by the Administrative Agent and there delivered to the Administrative Agent, (B) store and keep any Pledged Collateral so delivered to the Administrative Agent at such place or places pending further action by the Administrative Agent and (C) while the Pledged Collateral shall be so stored and kept, provide such security and maintenance services as shall be necessary to protect the same and to preserve and maintain them in good condition. Each Pledgor's obligation to deliver the Pledged Collateral as contemplated in this Section 7.1(iv) is of the essence hereof. Upon application to a court of equity having jurisdiction, the Administrative Agent shall be entitled to a decree requiring specific performance by any Pledgor of such obligation;

(v) Retain and apply the Distributions to the Secured Debt as provided in Article VIII hereof;

(vi) Exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation, perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Pledged Collateral; and

(vii) all the rights and remedies of a secured party on default under the UCC, and the Administrative Agent may also in its sole discretion, without notice except as specified in Section 7.2 hereof, subject to the mandatory requirements of applicable law sell, assign or grant a license to use the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as the Administrative Agent may deem commercially reasonable. The Administrative Agent or any other Secured Party or any of their respective Affiliates may be the purchaser, licensee, assignee or recipient of any or all of the Pledged Collateral at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Debt owed to such Person as a credit on account of the purchase price of any Pledged Collateral payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of any Pledgor, and each Pledgor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Administrative Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Pledgor hereby waives, to

the fullest extent permitted by law, any claims against the Administrative Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale, even if the Administrative Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree.

SECTION 7.2 Notice of Sale. Each Pledgor acknowledges and agrees that, to the extent notice of sale shall be required by law, the Administrative Agent shall provide ten (10) days' notice to such Pledgor of such sale. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board, shall state the board at which such sale is to be made and the day on which the Pledged Collateral, or any portion thereof, will first be offered for sale at such board. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state a notice of such sale. No notification need be given to any Pledgor if it has signed, after the occurrence of an Event of Default, a statement renouncing or modifying any right to notification of sale or other intended disposition.

SECTION 7.3 Waiver of Notice and Claims. Each Pledgor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Administrative Agent's taking possession or the Administrative Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which such Pledgor would otherwise have under law, and each Pledgor hereby further waives, to the fullest extent permitted by applicable law: (i) all damages occasioned by such taking of possession and (ii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. The Administrative Agent shall not be liable for any incorrect or improper payment made pursuant to this Article VII in the absence of gross negligence or willful misconduct. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the applicable Pledgor therein and thereto, and shall be a perpetual bar both at law and in equity against such Pledgor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Pledgor.

SECTION 7.4 Certain Sales of Pledged Collateral.

(i) Each Pledgor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any Governmental Authority, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Pledged Collateral, to limit purchasers to those who meet the requirements of such Governmental Authority. Each Pledgor acknowledges that any such sales may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable law, the Administrative Agent shall have no obligation to engage in public sales.

(ii) Each Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act, and applicable state securities laws, the Administrative Agent may be compelled, with respect to any sale of all or any part of the Securities Collateral, to limit purchasers to Persons who will agree, among other things, to acquire such Securities Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Each Pledgor acknowledges that any such private sales may be at prices and on terms less favorable to the Administrative Agent than those obtainable through a public sale without such restrictions (including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Administrative Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Securities Collateral for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would agree to do so.

(iii) Notwithstanding the foregoing, each Pledgor shall, upon the occurrence and during the continuance of any Event of Default, at the request of the Administrative Agent, for the benefit of the Administrative Agent, cause any registration, qualification under or compliance with any Federal or state securities law or laws to be effected with respect to all or any part of the Securities Collateral as soon as practicable and at the sole cost and expense of the Pledgors. Each Pledgor will use its commercially reasonable efforts to cause such registration to be effected (and be kept effective) and will use its commercially reasonable efforts to cause such qualification and compliance to be effected (and be kept effective) as may be so requested and as would permit or facilitate the sale and distribution of such Securities Collateral including, without limitation, registration under the Securities Act (or any similar statute then in effect), appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with all other requirements of any Governmental Authority. Each Pledgor shall cause the Administrative Agent to be kept advised in writing as to the progress of each such registration, qualification or compliance and as to the completion thereof, shall furnish to the Administrative Agent such number of prospectuses, offering circulars or other documents incident thereto as the Administrative Agent from time to time may request, and shall indemnify and shall cause the issuer of the Securities Collateral to indemnify the Administrative Agent and all others participating in the distribution of such Securities Collateral against all claims, losses, damages and liabilities caused by any untrue statement (or alleged untrue statement) of a material fact contained therein (or in any related registration statement, notification or the like) or by any omission (or alleged omission) to state therein (or in any related registration statement, notification or the like) a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iv) If the Administrative Agent determines to exercise its right to sell any or all of the Securities Collateral, upon written request, the applicable Pledgor shall from time to time furnish to the Administrative Agent all such information as the Administrative Agent may reasonably request in order to determine the number of securities included in the Securities Collateral which may be sold by the Administrative Agent as exempt transactions under the Securities Act and the rules of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

SECTION 7.5 No Waiver; Cumulative Remedies.

sion of Section 4.14 hereof. Any and all amounts so expended by the Administrative Agent shall be paid by the Pledgors in accordance with the provisions of Section 9.3 hereof. Neither the provisions of this Section 9.2 nor any action taken by Collateral agent pursuant to the provisions of this Section 9.2 shall prevent any such failure to observe any covenant contained in this Agreement nor any breach of warranty from constituting an Event of Default. Each Pledgor hereby appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor, or otherwise, from time to time in the Administrative Agent's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 9.3 Expenses. Each Pledgor will within 5 days of written receipt of a demand pay to the Administrative Agent the amount of any and all reasonable costs and expenses, including the reasonable fees and expenses of its counsel and the reasonable fees and expenses of any experts and agents which the Administrative Agent may incur in connection with (i) any action, suit or other proceeding affecting the Pledged Collateral or any part thereof commenced, in which action, suit or proceeding the Administrative Agent is made a party or participates or in which the right to use the Pledged Collateral or any part thereof is threatened, or in which it becomes necessary in the judgment of the Administrative Agent to defend or uphold the Lien hereof (including, without limitation, any action, suit or proceeding to establish or uphold the compliance of the Pledged Collateral with any requirements of any Governmental Authority or law), (ii) the collection of the Secured Debt, (iii) the enforcement and administration hereof, (iv) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (v) the exercise or enforcement of any of the rights of the Administrative Agent or any Secured Party hereunder or (vi) the failure by any Pledgor to perform or observe any of the provisions hereof. All amounts expended by the Administrative Agent and payable by any Pledgor under this Section 9.3 shall be due upon demand therefor (together with interest thereon accruing at the Default Rate during the period from and including the date on which such funds were so expended to the date of repayment) and shall be part of the Secured Debt. Each Pledgor's obligations under this Section 9.3 shall survive the termination hereof and the discharge of such Pledgor's other obligations under this Agreement, the Credit Agreement and the other Loan Documents.

SECTION 9.4 Indemnity.

(i) Indemnity. (a) The Borrower and each Pledgor jointly and severally agrees to pay and to save the Administrative Agent and the Lenders harmless from all liability for, any stamp or other documentary taxes that may be payable in connection with the Borrower's or each Pledgor's execution, delivery or performance of this Agreement, or the granting of security interests hereunder, or of any other instruments or documents provided for herein or delivered or to be delivered by either of them hereunder or any other Loan Document or in connection herewith or thereunder. All obligations provided for in this Section 9.4 shall survive any termination of this Agreement.

(b) The foregoing indemnity set forth in this Section 9.4 shall include, without limitation, indemnification by the Borrower and each Pledgor jointly and severally to each Indemnitee for any and all expenses and costs (including, without limitation, remedial, removal, response, abatement, clean-up, investigative, closure and monitoring costs), losses, claims (including claims for contribution or indemnity and including the costs of investigating or defending any claim and whether or not such claim is ultimately defeated, and whether the conditions creating such claim arose before, during or after ownership, operation, possession or control of the business, property or facilities of the Borrower or any Pledgor, or before, on or after the date hereof, and including any amounts paid incidental to any compromise or settlement by the Indemnitees or any Indemnitee to the holders of any such claim), lawsuits, liabilities, obligations, actions, judgments, disbursements, encumbrances, liens, damages (including, without limitation, damages for contamination or destruction of natural resources), penalties and fines of any nature (including, without limitation, in all cases the reasonable fees and disbursements of counsel in connection therewith) incurred, suffered or sustained by that Indemnitee based upon, arising under or relating to Environmental Laws, based on, arising out of or relating to, in whole or in part, the exercise and/or enforcement of any rights or remedies by any Indemnitee under this Agreement, any other Loan Document or any related documents, provided that neither the Borrower nor any Pledgor shall be liable hereunder with respect to claims directly arising out of (i) any settlement made without the consent of the Borrower, which consent will not unreasonably be withheld or delayed, (ii) any proceeding brought against the Administrative Agent or such Lender by a security holder of the Administrative Agent or such Lender based upon rights afforded such security holder solely in its capacity as such or (iii) the gross negligence or willful misconduct of the Administrative Agent or such Lender.

(ii) Survival. The obligations of the Pledgors contained in this Section 9.4 shall survive the termination hereof and the discharge of the Pledgors' other obligations under this Agreement and under the other Loan Documents.

(iii) Reimbursement. Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Secured Debt secured by the Pledged Collateral.

SECTION 9.5 Continuing Security Interest; Assignment. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) be binding upon the Pledgors, their respective successors and assigns and (ii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent and the other Secured Parties and each of their respective successors, transferees and assigns. No other Persons (including, without limitation, any other creditor of any Pledgor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Lender may assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject however, to the provisions of the Credit Agreement.

SECTION 9.6 Termination; Release. This Agreement shall terminate when (i) all Secured Debt has been paid in full (other than, as of any date, (x) obligations to pay fees and expenses

with respect to which the Pledgor has not received an invoice (such invoice to be requested by the Pledgor if not previously delivered by the Administrative Agent) and (y) contingent indemnifications and other contingent obligations not yet due and payable hereunder and, in the case of (x) and (y) above, which obligations due and payable to the Administrative Agent by the Pledgor, pursuant to the terms of the Credit Agreement or any Loan Document, survive the termination hereof and thereof and the repayment of principal, interest and other expenses constituting Secured Debt) and (ii) the Commitment of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated.

Upon (i) termination hereof or (ii) any sale, conveyance or other disposition of Pledged Collateral (pursuant to a sale of all the capital stock of any Pledgor or otherwise) in accordance with the provisions of the Credit Agreement, the Administrative Agent shall, upon the written request and at the sole cost and expense of the Borrower, forthwith assign, transfer and deliver to Pledgor, against receipt and without recourse to or warranty by the Administrative Agent, such of the Pledged Collateral to be released (in the case of a release) as may be in possession of the Administrative Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Pledged Collateral, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Pledged Collateral, as the case may be.

SECTION 9.7 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by any Pledgor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Administrative Agent. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by any Pledgor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Agreement or any other Loan Document, no notice to or demand on any Pledgor in any case shall entitle any Pledgor to any other or further notice or demand in similar or other circumstances.

SECTION 9.8 Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to any Pledgor, addressed to it at the address of the Borrower set forth in the Credit Agreement and as to the Administrative Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 9.8.

SECTION 9.9 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS EXCEPT TO THE GREATEST EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF

ANY PARTICULAR ITEM OR TYPE OF PLEDGED COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 9.10 CONSENT TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PLEDGOR WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK AND APPELLATE COURTS OF ANY THEREOF, AND BY EXECUTION AND DELIVERY HEREOF, EACH PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PLEDGOR AGREES THAT SERVICE OF PROCESS IN ANY PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO BORROWER AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE COLLATERAL AGENT SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. IF ANY AGENT APPOINTED BY ANY PLEDGOR REFUSES TO ACCEPT SERVICE, SUCH PLEDGOR HEREBY AGREES THAT SERVICE UPON IT BY MAIL SHALL CONSTITUTE SUFFICIENT NOTICE. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF THE COLLATERAL AGENT TO BRING PROCEEDINGS AGAINST ANY PLEDGOR IN THE COURTS OF ANY OTHER JURISDICTION. THE PLEDGORS HEREBY IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 9.11 Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 9.12 Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

SECTION 9.13 Limitation on Interest Payable. It is the intention of the parties to conform strictly to the usury laws, whether state or Federal, that are applicable to the transaction of which this Agreement is a part. All agreements between the Pledgors and the Administrative Agent whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid by the Pledgors for the use, forbearance or detention of the money to be loaned under the Credit Agreement, or any

other Loan Document, or for the payment or performance of any covenant or obligation contained herein or in the Credit Agreement, or any other Loan Document, exceed the maximum amount permissible under applicable Federal or state usury laws. If under any circumstances whatsoever fulfillment of any such provision, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity. If under any circumstances the Pledgors shall have paid an amount deemed interest by applicable law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing in respect of the Secured Debt and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and any other amounts due hereunder, the excess shall be refunded to the Pledgors. All sums paid or agreed to be paid for the use, forbearance or detention of the principal under any extension of credit by the Administrative Agent shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated and spread from the date hereof until payment in full of the Secured Debt so that the actual rate of interest on account of such principal amounts is uniform throughout the term hereof.

SECTION 9.14 Business Days. In the event any time period or any date provided in this Agreement ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 9.15 Relationship. The relationship of the Administrative Agent to each of the Pledgors hereunder is strictly and solely that of lender and borrower and pledgor and secured party and nothing contained in the Credit Agreement, this Agreement or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Debt is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Administrative Agent and each of the Pledgors other than as lender and borrower and pledgor and pledgee.

SECTION 9.16 Waiver of Stay. Each Pledgor agrees that, to the extent permitted by law, in the event that such Pledgor or any property or assets of such Pledgor shall hereafter become the subject of a voluntary or involuntary proceeding under the Bankruptcy Code or such Pledgor shall otherwise be a party to any Federal or state bankruptcy, insolvency, moratorium or similar proceeding to which the provisions relating to the automatic stay under Section 362 of the Bankruptcy Code or any similar provision in any such law is applicable, then, in any such case, whether or not the Administrative Agent has commenced foreclosure proceedings under this Agreement, the Administrative Agent shall be entitled to relief from any such automatic stay as it relates to the exercise of any of the rights and remedies (including, without limitation, any foreclosure proceedings) available to the Administrative Agent as provided in this Agreement or in any other Loan Document.

SECTION 9.17 No Credit for Payment of Taxes or Imposition. Such Pledgor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit

Agreement, and such Pledgor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Tax on the Pledged Collateral or any part thereof.

SECTION 9.18 No Claims Against Administrative Agent. Nothing contained in this Agreement shall constitute any consent or request by the Administrative Agent, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Pledged Collateral or any part thereof, nor as giving any pledgor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Administrative Agent in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 9.19 Obligations Absolute. All obligations of each Pledgor hereunder shall be absolute and unconditional irrespective of:

- (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Pledgor or any other Loan Party;
- (ii) any lack of validity or enforceability of the Credit Agreement, any Letter of Credit or any other Loan Document, or any other agreement or instrument relating thereto;
- (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Debt, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any Letter of Credit or any other Loan Document, or any other agreement or instrument relating thereto;
- (iv) any pledge, exchange, release or non-perfection of any other collateral for all or any of the Secured Debt;
- (v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 9.7 hereof; or
- (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, any Pledgor (other than the defense of payment or discharge pursuant to Section 9.6 hereof).

SECTION 9.20 Legal Opinions.

- (i) As promptly as practicable, and in any event not later than 14 days following the date hereof, the Borrower shall deliver to the Administrative an opinion of counsel in form and substance reasonably satisfactory to the Administrative Agent with respect to the creation and perfection of a security interest in the Intellectual Property Collateral (other than Trade Secrets and Intellectual Property Collateral located in any foreign jurisdiction) with respect to filings with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

(ii) Within reasonable promptness after the date hereof, the Borrower shall cause to be delivered to the Administrative Agent such opinions of local counsel in form and substance substantially similar to the forms of opinions heretofore delivered to the Administrative Agent.

IN WITNESS WHEREOF, the Pledgors and the Administrative Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

MILACRON INC.,

as Borrower and Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Vice President-Finance and
Chief Financial Officer

CIMCOOL INDUSTRIAL PRODUCTS INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

MILACRON PLASTICS TECHNOLOGIES
GROUP INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

MILACRON CAPITAL HOLDINGS B.V.,

as Pledgor

By: _____

Name: Gerard Van Deventer

Title: Managing Director

IN WITNESS WHEREOF, the Pledgors and the Administrative Agent have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

MILACRON INC.,
as Borrower and Pledgor

By: _____

Name: Robert P. Lienasch
Title: Vice President-Finance and
Chief Financial Officer

CIMCOOL INDUSTRIAL PRODUCTS INC.,
as Pledgor

By: _____

Name: Robert P. Lienasch
Title: Treasurer

MILACRON PLASTICS TECHNOLOGIES
GROUP INC.,
as Pledgor

By: _____

Name: Robert P. Lienasch
Title: Treasurer

MILACRON CAPITAL HOLDINGS B.V.,
as Pledgor

By: _____

Name: Gerard Van Deventer
Title: Managing Director

MILACRON INDUSTRIAL PRODUCTS, INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

UNILOY MILACRON INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

MILACRON MARKETING COMPANY,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

VALENTE INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer and Assistant Treasurer

PATENT

REEL: 013110 FRAME: 0180

VALENTE U.S.A. INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

D-M-E COMPANY,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

D-M-E MANUFACTURING INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

D-M-E U.S.A. INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

UNILOY MILACRON U.S.A. INC.,

as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

OAK INTERNATIONAL INC.,

as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

TALBOT HOLDINGS, LTD.,

as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer and Assistant Secretary

AUTOJECTORS, INC.,

as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

FASTCUT TOOL CORPORATION,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer and Assistant Secretary

NORTHERN SUPPLY COMPANY, INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

VALENITE MANUFACTURING INC.,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

MILACRON INTERNATIONAL MARKETING
COMPANY,

as Pledgor

By: Robert P. Lienesch

Name: Robert P. Lienesch

Title: Treasurer

NICKERSON MACHINERY CHICAGO, INC.,
as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

PLIERS INTERNATIONAL, INC.,
as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

AKRON EXTRUDERS, INC.,
as Pledgor

By: Robert P. Lienesch
Name: Robert P. Lienesch
Title: Treasurer

BANKERS TRUST COMPANY,
Administrative Agent

By: *Diane F. Rolfe*
Name: *Diane F. Rolfe*
Title: *Vice President*

Schedule 1.1(a)Initial Copyrights

Pledgor: Uniloy Milacron U.S.A. Inc.

Registration No.	Title	Publication No.	Publication Date
TX-547-790	Cincinnati Milacron reaction injection molding machine : RIMM-90 EP : general operating manual		12-Mar-80
TX-400-561	Cincinnati Milacron integrated blow molding machine, CSM-1000 : general operating manual		5-Dec-79
TX-1-256-732	Service parts bottle list : RHB-V part number : RHB-V parts manual		17-Oct-83
TX-1-309-043	Cincinnati Milacron reaction injection molding machine : RIMM-125 : general operating manual		1-Aug-83
TX-1-310-077	Bottle machinery replacement parts		15-Feb-84
TX-1-319-334	Cincinnati Milacron re-heat blow molding machine RHB IX general operating manual		12-Mar-80
TX-1-319-404	Cincinnati Milacron reheat blow molding machine RHB-VII : general operating manual		5-Mar-84
TX-1-331-250	RHB V/4000 : re-heat blow molding machine : general operating manual		20-Mar-84
TX-1-331-251	TF 1000(R) Tank Farm		3-Oct-83
TX-1-350-661	RHB-IX repair parts manual		1-Nov-83
TX-1-411-515	Bottle machinery replacement parts		17-Jul-84
TX-1-426-715	Installation operation and maintenance manual	7-000-0444MA	10-Jun-84
TX-1-428-246	Mixhead maintenance and repair		27-Sep-84
TX-1-712-642	Nucleation control		8-Jul-85
TX-1-861-020	Camac-XTA user's manual		1-Nov-85
TX-1-862-101	Camac-XTC	PM-284	1-Nov-85
TX-1-879-206	Injection molding machines T-75, T-100, T-150 repair	PM-255-3	1-Dec-85

PATENT

REEL: 013110 FRAME: 0186

Registration No.	Title	Publication No.	Publication Date
	parts manual		
TX-1-894-811	Camac-XTA user's manual		1-Nov-85
TX-1-929-254	Injection molding machines 1500 ton hydraulic repair parts manual		1-Dec-85
TX-1-941-751	Cincinnati Milacron injection molding machines, 1000 ton hydraulic : repair parts manual	PMF-273M-1	1-Dec-85
TX-1-941-752	Cincinnati Milacron injection molding machines, 1000/1500 ton hydraulic : general operating manual	PMF-281	1-Dec-85
TX-1-952-671	MPC-81/86 users manual		
TX-2-024-985	Vista operations manual : vol. no. 1, operators		1-Nov-85
TX-2-268-213	Plastics Machinery Division vendor quality policy	PM-402	1-Dec-86
TX-2-293-678	Cincinnati Milacron re-heat blow molding machine RHB-W User's manual		1-Dec-87
TX-3-734-044	Mini-pellet feeder with Omni IV-X control	PM-424	1-Jan-88
TX-3-734-045	Pellet feeder with Omni-IV control		1-Feb-93
TX-3-734-047	Pellet feeder : user's manual		1-Feb-93
TX-3-734-049	Pellet feeder with Omni IV-X control		1-Feb-93
TX-3-734-050	DD200-3000 solid bed dryer with Omni II-XL control		1-Feb-93
TX-3-802-812	Vista Toggle--VEL : user's manual		1-Nov-92
TX-3-830-980	Mini-pellet feeder with Omni IV control	PM 476	1-Apr-92
TX-3-830-983	Additive feeder with electromechanical control		1-Feb-93
TX-3-843-663	Cincinnati Milacron Vista Hydraulic--VEL user's manual		1-Jan-93
TX-4-086-365	Cincinnati Milacron magna 486 user's manual	PM 498	1-Sep-93
TX-4-090-245	Roboshot 110R parts manual		1-Feb-96
TX-4-091-215	Roboshot 55R parts manual	PM 623	1-Jul-95
TX-4-111-464	Vista hydraulic-486 : user's manual	PM 622	1-Jul-95
TX-4-114-146	Roboshot 165R parts manual		1-Jun-95
TX-4-122-079	Roboshot 250R parts manual		1-Jul-95
TX-4-124-576	Injection molding machines user's manual		1-Jul-95
TX-4-132-578	Vista toggle-VSx user's manual	PM 627	1-Sep-95
TX-4-140-214	Cincinnati Milacron eclipse E75, E90 extrusion blowmolding--486 : user's manual	PM618-1 628	1-Jun-95 1-Sep-95

Registration No.	Title	Publication No.	Publication Date
TX-4-145-507	Roboshot 33R parts manual		1-Jul-95
TX-4-145-508	Roboshot 330R parts manual		1-Jul-95
TX-4-151-064	CMT 35 user's manual	PM 620	1-Aug-95
TX-4-153-365	Vista Toggle-VSX : user's manual		10-Oct-95
TX-4-153-366	Vista Toggle-486 : user's manual		1-Oct-95
TX-4-163-034	Vista large hydraulic-486 1000/1500 ton : user's manual		1-Jun-95
TX-4-163-035	Vista hydraulic-486 : user's manual	PM 616-3	1-Aug-95
TX-4-163-036	Vista toggle-VSx : user's manual	PM 612-3	1-Jul-95
TX-4-179-871	Injection molding machines : user's manual	PM 618-2	1-Jan-96
TX-4-190-347	Roboshot user's manual		1-Dec-95
TX-4-210-767	Vista sentry-VSX user's manual	PM 601-3	1-Dec-95
TX-4-215-634	Eclipse T-series extrusion blowmolding-486 user's manual with 60-100 lb. Head	PM 631-1	1-Jan-96
TX-4-215-635	Vista sentry-VST user's manual	PM 634	1-Jan-96
TX-4-215-913	Vista sentry-VSX user's manual		1-Jan-96
TX-4-221-977	Vista toggle-486 : user's manual		1-Jan-96
TX-4-221-978	Vista toggle-VSX : user's manual		1-Jan-96
TX-4-221-979	Elektra : user's manual		1-Jan-96
TX-4-248-724	Vista Toggle-VSx user's manual	PM 629-2	1-Mar-96
TX-4-280-641	Injection molding machines user's manual		1-Apr-96
TX-4-290-670	Magna 486 user's manual	PM 633-2	1-Mar-96
TX-4-297-235	Shuttle Vector VST user's manual		1-Feb-96
TX-4-322-344	Cincinnati Milacron Elektra user's manual	PM 615-2	1-Mar-96

SCHEDULE 1.1(b)

Initial Intercompany Notes

Pledgor: Talbot Holdings, Ltd.

<u>ISSUER</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE OF ISSUANCE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
Milacron Inc.	\$27,031,189	9/8/95	4.324%	Demand

Pledgor: Milacron Industrial Products, Inc.

<u>ISSUER</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE OF ISSUANCE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
Milacron Inc.	\$2,639,958	9/99	4.324%	Demand

Pledgor: D-M-E U.S.A. Inc

<u>ISSUER</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE OF ISSUANCE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
Milacron Inc.	\$169,581,733	1/29/96	4.926%	Demand

Pledgor: Uniloy Milacron Inc.

ISSUER	PRINCIPAL AMOUNT	DATE OF ISSUANCE	INTEREST RATE	MATURITY DATE
Milacron Inc.	\$192,347,080	10/1/98	4.324%	Demand

SCHEDULE I.1(c)

Initial Patents (Fluids)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	AMIDE CORROSION INHIBIT	236330	2/20/81	4379063	4/5/83	Valenite U.S.A. Inc.
	POLYAMIDE-HITS SALTS FLUID	285575	7/21/81	4374741	2/22/83	Valenite U.S.A. Inc.
	ESTER CORROSION INHIBIT	303770	9/21/81	4383937	5/17/83	Valenite U.S.A. Inc.
	MONOAMIDE FUNCTIONAL FL	421618	9/22/82	4452710	6/5/84	Valenite U.S.A. Inc.
	POLYAMIDE LUBRICANT	481494	4/1/83	RE31522	2/14/84	Valenite U.S.A. Inc.
	TITRATION APPARATUS	230445	4/20/94	5389546	2/14/95	Valenite U.S.A. Inc.
	FLUID W/ SULFURIZED LUBR	156323	11/23/93	5391310	2/21/95	Valenite U.S.A. Inc.
	MONOISOPRO/AMINE	412353	3/28/95	5512191	4/30/96	Valenite U.S.A. Inc.
	AQUEOUS LUBRICANT	427932	4/26/95	5667349	9/16/97	Valenite U.S.A. Inc.
	AQUEOUS METALWORKING FLUID	538528	10/3/95	5706684	1/13/98	Valenite U.S.A. Inc.
	DETERMINATION OF AQUEOUS FLUID SURFACTANT CONCENTRATION	706871	9/3/96	5710048	1/20/98	Valenite U.S.A. Inc.
	MACHINING FLUID COMPOSITION AND METHOD OF MACHINING	719240	9/24/96	5716917	2/10/98	Valenite U.S.A. Inc.
	METHOD OF ANALYSIS FOR AQUEOUS FLUIDS	768190	12/17/96	5710372	1/20/98	Valenite U.S.A. Inc.
	LUBRICATING OIL COMPOSITIONS USED IN METAL FORMING OPERATIONS	616247	3/15/96	5809628	9/22/98	Valenite U.S.A. Inc.
	CHARACTERIZATION OF FLUID MISTING	962549	10/31/97	5889201	3/30/99	Valenite U.S.A. Inc.
	AQUEOUS FLUID	995364	12/22/97	5874390	2/23/99	Valenite U.S.A. Inc.
	METALWORKING FLUID	09/771267	1/29/01			Milacron Inc.

Initial Patents (Abrasives)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	INORGANIC SPHER-VITREOUS WHEEL	465701	1/16/90	5094672	3/10/92	Valenite U.S.A. Inc.
	VITRIFIED WHEEL - SUG/STR	631140	12/20/90	5037452	8/6/91	Valenite U.S.A. Inc.
	VITREOUS BONDED GRINDING WHEEL	824644	1/23/92	5178644	1/12/93	Valenite U.S.A. Inc.
	SOL-GEL VITREOUS GR WHEEL	44914	4/8/93	5282875	2/1/94	Valenite U.S.A. Inc.
	POROUS WHEEL W/ SIC PARTQ	336366	11/8/94	5536282	7/16/96	Valenite U.S.A. Inc.
	IMPROVED VITREOUS BOND	09/324199	6/2/99	6123744	9/26/00	Valenite U.S.A. Inc.

Initial Patents (General)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	INSERT COMPACTING	09/056819	4/8/98			Milacron Inc.
	INSERT COMPACTING	09/056819	4/8/98			Milacron Inc.
	METHOD FOR ON-LINE PRODUCT SELECTION	09/467332	12/20/99			Milacron Inc.

Initial Patents (Cutting Tools)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America						
	CUTTING TOOL	915112	10/3/86	4721421	1/26/88	Talbot Holdings, Ltd.
	Rotary Cutting Tool	9611740	7/7/00			Talbot Holdings, Ltd.
United States of America						
	SILICON CUTTING TOOLS	380363	5/20/82	4440547	4/3/84	Valenite Inc.
	SILICON CUTTING TOOLS	380381	5/20/82	4409003	10/11/83	Valenite Inc.
	SILICON CUTTING TOOLS	380383	5/20/82	4406668	9/27/83	Valenite Inc.
	SILICON CUTTING TOOLS	380362	5/20/82	4416670	11/22/83	Valenite Inc.
	SILICON CUTTING TOOLS	380379	5/20/82	4421525	12/20/83	Valenite Inc.
	SILICON CUTTING TOOLS	380382	5/20/82	4409004	10/11/83	Valenite Inc.
	SILICON CUTTING TOOLS	380380	5/20/82	4406667	9/27/83	Valenite Inc.
	SILICON CUTTING TOOLS	536111	9/26/83	4469489	9/4/84	Valenite Inc.
	SILICON CUTTING TOOLS	536110	9/26/83	4441894	4/10/84	Valenite Inc.
	SILICON CUTTING TOOLS	536109	9/26/83	4449989	5/22/84	Valenite Inc.
	ROTARY CUTTING TOOL	687671	12/31/84	4615652	10/7/86	Valenite Inc.
	NITRIDE CUTTING TOOL	779360	9/23/85	4670024	6/2/87	Valenite Inc.
	CUTTING TOOL AND INSERT	781205	6/28/85	4618296	10/21/86	Valenite Inc.
	NITRIDE CUTTING TOOL	837974	3/10/86	4652276	3/24/87	Valenite Inc.
	END MILL CUTTING TOOL	289945	12/27/88	4934880	6/19/90	Valenite Inc.
	ROTARY CUTTING TOOL	289077	12/23/88	4850757	7/25/89	Valenite Inc.
	CUTTING TOOL	724305	7/1/91	5377116	12/17/94	Valenite Inc.
	CUTTING TOOL	790483	1/13/97	5741095	4/21/98	Valenite Inc.
	AXIAL CUTTING TOOL	122964	9/20/93	5352075	10/4/94	Valenite Inc.
	CUTTING INSERT W/ FACES	548166	10/24/95	5556239	9/17/96	Valenite Inc.
	MACHINE TOOL SYSTEM	218407	3/28/94	5391027	2/21/95	Valenite Inc.
	CUTTING INSERT	205459	3/4/94	5503507	4/2/96	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	CUTTING INSERT	209130	3/11/94	5449255	9/12/95	Valenite Inc.
	ADJUSTABLE CUTTER	232884	4/25/94	5427480	6/27/95	Valenite Inc.
	CUTTING TOOL	721050	9/25/96	5827570	10/27/98	Valenite Inc.
	BORING TOOL	267624	6/29/94	5478178	12/26/95	Valenite Inc.
	CUTTING INSERT	277053	7/19/94	5513931	5/7/96	Valenite Inc.
	CUTTING TOOL AND METHOD OF LOCATING CUTTING INSERT	9609522	7/3/00			Valenite Inc.
	CHIPGROOVE DESIGN	29/082711	1/27/98	DES 401948	12/1/98	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/086068	4/3/98	D 404745	1/26/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/094225	9/24/98	D414194	9/21/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29086047	4/3/98	DES 404,744	1/26/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29093395	9/10/98	DES 410,475	6/1/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT	29086049	4/3/98	D416917	11/23/99	Valenite Inc.
	MILLING INSERT	9798836	3/2/01			Valenite Inc.
	SILICON NITRIDE ARTICLES	681734	12/14/84	4650498	3/17/87	Valenite Inc.
	INSERT END MILL	754993	7/15/85	4648755	3/10/87	Valenite Inc.
	CHIP CONTROL INSERT	785211	10/7/85	4626140	12/2/86	Valenite Inc.
	CUTTING INSERT	81266	8/3/87	4787784	11/29/88	Valenite Inc.
	CUTTING INSERT	85840	8/17/87	4854785	8/8/89	Valenite Inc.
	CARBIDE CUTTING INSERT	164768	3/7/88	4830886	5/16/89	Valenite Inc.
	CUTTING INSERT	281437	12/7/88	4880338	11/14/89	Valenite Inc.
	CUTTING INSERT	164683	3/7/88	4846609	7/11/89	Valenite Inc.
	END MILL	627450	7/26/89	5366325	11/22/94	Valenite Inc.
	INDEXABLE INSERT	485808	2/23/90	5020944	6/4/91	Valenite Inc.
	INDEXABLE INSERT	485807	2/23/90	5330295	7/19/94	Valenite Inc.
	CUTTING INSERT	489798	3/5/90	5075053	12/24/91	Valenite Inc.
	POLYGONAL CUTTING INS.	221392	7/19/88	4856942	8/15/89	Valenite Inc.
	INDEXABLE INSERT	688224	5/14/91	5158401	10/27/92	Valenite Inc.
	CHIP CONTROL INSERTS	807481	12/16/91	5193948	3/16/93	Valenite Inc.
	CHIP CONTROL INSERT	638236	1/7/91	5192171	3/9/93	Valenite Inc.
	LOW FORCE CUT. INSERT	664016	3/4/91	5193947	3/16/93	Valenite Inc.
	COATED CUTTING INSERTS	07/753456	9/3/91	5665431	9/9/97	Valenite Inc.
	COATED CUTTING INSERTS	8861993	5/22/97	6080477	6/27/00	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	HIGH PRODUCTIVITY INST	790966	11/12/91	5207748	5/4/93	Valenite Inc.
	HIGH REMOVAL INSERT	772501	10/7/91	5203649	4/20/93	Valenite Inc.
	COATED CUTTING INSERTS	8241959	5/12/94	6056999	5/2/00	Valenite Inc.
	COATED CUTTING INSERTS	9274725	3/23/99			Valenite Inc.
	LIGHT FEED INSERT	926442	8/10/92	5230591	7/27/93	Valenite Inc.
	LIGHT FEED INSERT	902331	6/22/92	5222843	6/29/93	Valenite Inc.
	LIGHT DUTY INSERT	948372	9/21/92	5324144	6/28/94	Valenite Inc.
	LIGHT DUTY INSERT	986203	12/7/92	5249894	10/5/93	Valenite Inc.
	RAKE INSERT	923650	8/3/92	5221164	6/22/93	Valenite Inc.
	INDEXABLE INSERTS	122965	9/20/93	5405711	4/11/95	Valenite Inc.
	CHIP CONTROL INSERT	603017	2/16/96	5599141	2/4/97	Valenite Inc.
	INDEXABLE INSERT	344914	11/25/94	5549424	8/27/96	Valenite Inc.
	PRESSED-IN CHIP BREAKER	268899	6/29/94	5549425	8/27/96	Valenite Inc.
	CEMENTED CARBIDES	501485	7/12/95	5736658	4/7/98	Valenite Inc.
	CUTTING INSERT	707264	9/3/96	5676495	10/14/97	Valenite Inc.
	CUTTING INSERT	270621	7/5/94	5511911	4/30/96	Valenite Inc.
	CUTTING INSERT	563738	11/28/95	5584616	12/17/96	Valenite Inc.
	CUTTING INSERT	480609	6/8/95	5775855	7/7/98	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29112060	10/7/99	D426245	6/6/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29112048	10/7/99	D425086	5/16/00	Valenite Inc.
	POLYGONAL INDEXABLE INSERT DESIGN	29106119	6/9/99	D422608	4/11/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/090,218	7/2/98	Des.411,551	6/29/99	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT DESIGN	29/108,698	6/10/99	Des.425,085	5/16/00	Valenite Inc.
	POLYGONAL INDEXABLE CUTTING INSERT	29/092,609	8/24/98	Des.409,633	5/11/99	Valenite Inc.
	CUTTING INSERT DESIGN	29104597	6/5/99	D428026	7/11/00	Valenite Inc.
	CUTTING INSERT DESIGN	29119013	2/22/00	D437331	2/6/01	Valenite Inc.
	CUTTING INSERT DESIGN	29119008	2/22/00			Valenite Inc.
	MILLING CUTTER AND INSERT THEREFOR	9465155	12/16/99			Valenite Inc.
	THREADING TOOL	476638	3/23/83	4409868	10/18/83	Valenite Inc.
	LOCKING PIN	787135	10/15/85	4615650	10/7/86	Valenite Inc.
	ADJUSTABLE TOOL HOLD	828583	2/10/86	4780029	10/25/88	Valenite Inc.
	COMPOSITE COATINGS	5001	1/20/87	4745010	5/17/88	Valenite Inc.
	BORING BAR	289078	12/23/88	4948305	8/14/90	Valenite Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	LAMINATED OXIDE COAT.	7114984	10/30/87	4844951	7/4/89	Valenite Inc.
	BORING BAR CARTRIDGE	290600	12/27/88	4927301	5/22/90	Valenite Inc.
	GROOVE OR THREAD TOOL	527679	5/24/90	4979851	12/25/90	Valenite Inc.
	CEMENTED CARBIDE	318865	3/3/89	4963183	10/16/90	Valenite Inc.
	SILICON NITRIDE ARTIC.	458122	12/28/89	5047186	9/10/91	Valenite Inc.
	SILICON NITRIDE ARTIC.	596256	10/12/90	5049530	9/17/91	Valenite Inc.
	DAMPED BORING BAR	370137	6/22/89	4998851	3/12/91	Valenite Inc.
	AUTOMATIC PIVOT HEAD	489836	3/2/90	4979852	12/25/90	Valenite Inc.
	Silicon Nitride Based Composite with Improved Fracture Toughness	7596112	10/11/90	5250477	10/5/93	Valenite Inc.
	GENERATING TOOL	630906	12/20/90	5095785	3/17/92	Valenite Inc.
	MACHINING TOOL	660061	2/25/91	5123787	6/23/92	Valenite Inc.
	ADJUST. BORING BAR	848561	3/9/92	5154551	10/13/92	Valenite Inc.
	BALL VALVE LOCKOUT	659820	2/25/91	5143114	9/1/92	Valenite Inc.
	CEMENTED CARBIDE ART.	935487	8/25/92	5310605	5/10/94	Valenite Inc.
	IMPROVED BORING BAR	994020	12/21/92	5336026	8/9/94	Valenite Inc.
	COOLANT INDUCER	916297	7/17/92	5183363	2/2/93	Valenite Inc.
	MAGNETIC NICKEL TUNGST.	993792	12/21/92	5273571	12/28/93	Valenite Inc.
	FINE GRAINED ARTICLES	993791	12/21/92	5368628	11/29/94	Valenite Inc.
	FINE GRAINED ARTICLES	8811601	8/16/94	5918102	6/29/99	Valenite Inc.
	NON-MAGNETIC NICKEL	993790	12/21/92	5338506	8/16/94	Valenite Inc.
	ADJUSTABLE REAMER BLADE	90672	5/19/93	5320458	6/14/94	Valenite Inc.
	CEMENTED CARBIDE SUBSTR	64686	5/20/93	5494635	2/27/96	Valenite Inc.
	CEMENTED METAL CARBIDE	266087	6/27/94	5560839	10/1/96	Valenite Inc.
	CEMENTED METAL CARBIDE	670171	6/27/96	5713133	2/3/98	Valenite Inc.
	CVD COATING	09/075236	5/9/98			Valenite Inc.
	CUTTING TOOL ADJUSTMENT DEVICE (No Foreign Filing)	9782915	2/13/01			Valenite Inc.
	INDEXABLE TURNING INSERT	9961551	9/14/01			Valenite Inc.
	MULTI WIDE SPACE ADJUSTING CARTRIDGE	09/757.171	1/9/01			Valenite Inc.

Initial Patents (Plastic Technologies)

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
United States of America	INJECTION MOLDING HOT RUNNER NOZZLE WITH REMOVABLE SEAL	60/212149	6/16/00			D-M-E Company
	LATCHING DEVICE FOR INJECTION MOLDS WITH REMOVABLE INSERT	60/912150	6/16/00			D-M-E Company
	CLAMP	79340	7/30/87	D317927	7/2/91	D-M-E Company
	CLAMP	172908	3/22/88	D318282	7/16/91	D-M-E Company
	INTERNAL LATCH	303764	9/9/94	5494435	2/27/96	D-M-E Company
	SLIDE RETAINER	144420	11/2/93	5397226	3/14/95	D-M-E Company
	ANGLE PIN	956098	10/2/92	5234329	8/10/93	D-M-E Company
	RUNNER SHUT-OFF	770440	10/3/91	5208053	5/4/93	D-M-E Company
	MOISTURE DETECTION	362554	6/7/89	5039842	8/13/91	D-M-E Company
	MOLD RETAINER	313196	2/21/89	4961702	10/9/90	D-M-E Company
	NOZZLE	67868	6/30/87	4787836	11/29/88	D-M-E Company
	NOZZLE ASSEMBLY	779984	8/25/85	4638849	1/27/87	D-M-E Company
	RECIPROCATING MECHANISM.	414077	9/2/82	4512207	4/23/85	D-M-E Company
	INSULATOR FOR THERMOPLASTIC MOLDING NOZZLE ASSEMBLY	343681	11/22/94	5569475	10/29/96	D-M-E Company
	HEATING DEVICE	902598	9/3/96	5955120	9/21/99	D-M-E Company
	EJECTOR SLEEVES	08/858744	5/19/97	5730812	3/24/98	D-M-E Company
	MOLD HEATER START-UP	08/986347	12/8/97	5853631	12/29/98	D-M-E Company
	POLYMER COMPOUNDS	737087	2/7/97	5824350	10/20/98	D-M-E Company
	ACTUATOR FOR INJECTION MOLDING VALVE GATE	09/217295	12/21/98	6086357	7/11/00	D-M-E Company
	MOLD CORE POSITIONING DRIVE	09/227846	1/11/99	6093015	7/25/00	D-M-E Company
	QUICK CHANGE SYSTEM	347970	12/10/94	5562935	10/8/96	D-M-E Company
	KNOCKOUT ROD	261389	6/17/94	5439368	8/8/95	D-M-E Company
	QUICK CHANGE BASES	920612	7/27/92	5350289	9/27/94	D-M-E Company
	MOLD BALANCING BAR	529718	5/30/90	5033784	7/23/91	D-M-E Company
	ACTUATOR HAVING DUAL PISTON SURFACES	09/587462	6/5/00			D-M-E Company

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	FLOW NOZZLE FOR INJECTION MOLDING	09/435683	11/8/99	6227461	5/8/01	D-M-E Company
	SLIDE RETAINER WEAR PLATE INSERT	09/433753	11/4/99			D-M-E Company
	THERMAL EXPANSION COMPENSATION SUPPORT	09/595264	6/15/00			D-M-E Company
	MOLDING NOZZLE GATE VALVE	09/794672	2/27/01			D-M-E Company
United States of America						
	DC BRUSHLESS MOTOR IMM	370669	6/23/89	4988273	1/29/91	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	432462	11/6/89	4990084	2/5/91	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	600850	10/22/90	5102327	4/7/92	Uniloy Milacron U.S.A. Inc.
	PLURAL MLD DRIV	791205	11/13/91	5190714	3/2/93	Uniloy Milacron U.S.A. Inc.
	INJECTION MOLDING MCHE	16325	12/13/93	D357484	4/18/95	Uniloy Milacron U.S.A. Inc.
	4-AXIS VECTOR MTR DRIVE	113627	8/31/93	5362222	11/8/94	Milacron Inc.
	COOLING ELECTRIC COMP	231080	4/22/94	5523640	6/4/96	Uniloy Milacron U.S.A. Inc.
	COOLING ELECTRIC COMP	553791	10/23/95	5620646	4/15/97	Uniloy Milacron U.S.A. Inc.
	MOTOR CURRENT CONTROL	240128	5/10/94	5469038	11/21/95	Uniloy Milacron U.S.A. Inc.
	DYNAMIC BRAKING	326971	10/21/94	5469031	11/21/95	Uniloy Milacron U.S.A. Inc.
	MULTI-FUNCTION MOTOR	560129	11/17/95	5645868	7/8/97	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELEC INJ UNIT	901744	7/28/97	5863567	1/26/99	Uniloy Milacron U.S.A. Inc.
	HYBRID INJECTION MOLDING MACHINE	901752	7/28/97	5916602	6/29/99	Uniloy Milacron U.S.A. Inc.
	HYBRID INJECTION MOLDING MACHINE	09/306330	5/6/99	6120277	9/19/00	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/024731	2/17/98	6086353	7/11/00	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/248935	2/12/99	6193499	2/17/01	Uniloy Milacron U.S.A. Inc.
	TWO STAGE ELECTRIC INJECTION UNIT WITH ROTATABLE PLUNGER	09/770343	1/26/01			Uniloy Milacron U.S.A. Inc.
	METHOD AND APPARATUS FOR VERIFYING THE POSITION OF A MOTOR DRIVER MACHINE ELEMENT	09/042298	3/13/98	6011376	1/4/00	Uniloy Milacron U.S.A. Inc.
	AXIS MOTION MONITOR	42272	3/13/98	5929583	7/27/99	Uniloy Milacron U.S.A. Inc.
	TWO STAGE CHECK RING	09/258729	2/26/99	6200127	3/13/01	Uniloy Milacron U.S.A. Inc.
	POWERLINE AUTO TONNAGE ADJUST	09/437133	11/10/99			Uniloy Milacron U.S.A. Inc.
	MOTOR CONTROLLED MOLD PIN ACTUATOR	09/775078	2/1/01			Uniloy Milacron U.S.A. Inc.
	METHOD AND APPARATUS FOR EJECTOR SET-UP	09/499284	2/7/00			Uniloy Milacron U.S.A. Inc.
United States of America						
	PRECISION COINING MACH	228771	8/4/88	4907960	3/13/90	Uniloy Milacron U.S.A. Inc.
	ADAPTIVE TONNAGE CONTRL	265709	11/1/88	4942004	7/17/90	Uniloy Milacron U.S.A. Inc.
	CYLINDER SEAL-VAC TUBE	301980	1/26/89	4945724	8/7/90	Uniloy Milacron U.S.A. Inc.
	PARALLEL DIG/ANAL CONTRL	368570	6/20/89	5062052	10/29/91	Milacron Inc.
	DC DRIVE-VAR VOL PUMP	616752	11/16/90	5052909	10/1/91	Uniloy Milacron U.S.A. Inc.
	OPEN LOOP TONNAGE CONT	524312	5/17/90	5059365	10/22/91	Uniloy Milacron U.S.A. Inc.
	MOVABLE PLATEN	638994	1/10/91	5123834	6/23/92	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	EJECT UNIT	638980	1/10/91	5122051	6/16/92	Uniloy Milacron U.S.A. Inc.
	MOVABLE PLATEN	659150	2/22/91	D341602	11/23/93	Uniloy Milacron U.S.A. Inc.
	REV TAPER SPIRAL CHAN	666706	3/8/91	5178458	1/12/93	Uniloy Milacron U.S.A. Inc.
	VEL PROFILE ON LOCKOVER	705831	5/28/91	5180530	1/19/93	Uniloy Milacron U.S.A. Inc.
	MOLD PROTECT-TONAGE CON	716423	6/17/91	5149471	9/22/92	Uniloy Milacron U.S.A. Inc.
	TWO-STAGE INJECTION	229476	4/18/94	5454995	10/3/95	Uniloy Milacron U.S.A. Inc.
	IMM WITHOUT TIE BARS	354175	12/12/94	5538415	7/23/96	Uniloy Milacron U.S.A. Inc.
	CO-INJECTION MACHINE	439925	5/12/95	5601773	2/11/97	Uniloy Milacron U.S.A. Inc.
	ACCUMULATOR HEAD HAVING A SEGMENTED BARREL	08/761915	12/9/96	5900260	5/4/99	Uniloy Milacron U.S.A. Inc.
	RAM SUPPORT SKATE FOR AN INJECTION MOLDING MACHINE	09/402414	11/13/98			Uniloy Milacron U.S.A. Inc.
	LOCKING APPARATUS FOR A MOVABLE PLATEN	09/326237	6/4/99	6231329	5/15/01	Uniloy Milacron U.S.A. Inc.
	DUAL MOTOR DRIVE SYSTEM FOR INJECTION MOLDING MACHINES	09/294081	4/16/99	6149418	11/21/00	Uniloy Milacron U.S.A. Inc.
	MULTI-MEDIA ENHANCED PROGRAM CONTROLLED MACHINE	09/658888	9/11/00			Uniloy Milacron U.S.A. Inc.
	HORIZONTAL TOGGLE IMM	597090	10/10/90	5033955	7/23/91	Uniloy Milacron U.S.A. Inc.
United States of America						
	ACCUMULATOR HEAD	726227	7/5/91	5116215	5/26/92	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	SLIDING EXTRUSION HEAD	820241	1/14/92	5208049	5/4/93	Uniloy Milacron U.S.A. Inc.
	ELECTROMECHANICAL DRIVE ASSEMBLY FOR AN ACCUMULATOR HEAD	514578	8/14/95	5645873	7/8/97	Uniloy Milacron U.S.A. Inc.
	ELECTROMECHANICAL DRIVE ASSEMBLY FOR AN ACCUMULATOR HEAD	09/304318	5/3/99	RE36682	5/2/00	Uniloy Milacron U.S.A. Inc.
	BOTTLE NECK FINISH	09/197934	11/23/98	6221305	4/24/01	Uniloy Milacron U.S.A. Inc.
	BOTTLE NECK FINISH	09/755447	1/5/01	6312248	11/6/01	Uniloy Milacron U.S.A. Inc.
	OVER/UNDER EXTRUDERS	631235	12/20/90	5076777	12/31/91	Uniloy Milacron U.S.A. Inc.
	BARREL HEATER/COOLER	690277	4/24/91	5200205	4/6/93	Uniloy Milacron U.S.A. Inc.
	VENT STACK GAS RELEASE	690276	4/24/91	5123828	6/23/92	Uniloy Milacron U.S.A. Inc.
	VEL CONTROL	758663	9/12/91	5185109	2/9/93	Uniloy Milacron U.S.A. Inc.
	MASTER/SLAVE CONTROLLER	900811	6/17/92	5239247	8/24/93	Uniloy Milacron U.S.A. Inc.
	PREHEATING APPARATUS FOR AN EXTRUDER	308876	9/19/94	5750158	5/12/98	Uniloy Milacron U.S.A. Inc.
	PREHEATING APPARATUS FOR AN EXTRUDER	08/835260	4/8/97	5807517	9/15/98	Uniloy Milacron U.S.A. Inc.
	FLOW DIVIDER	419306	4/10/95	5616350	4/1/97	Uniloy Milacron U.S.A. Inc.
	FLOW DIVIDER	781253	1/10/97	5711349	1/27/98	Uniloy Milacron U.S.A. Inc.
	VACUUM SHUTTLE VALVE	425528	4/20/95	5634953	6/3/97	Uniloy Milacron U.S.A. Inc.
	METHOD FOR SIMULTANEOUS CONTROL OF MULTIPLE ACCUMULATORS	09/242832	8/22/97	6171531	1/9/01	Uniloy Milacron U.S.A. Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	STROKE POSITIONER	09/203865	12/2/98	6142762	11/7/00	Uniloy Milacron U.S.A. Inc.
	APPARATUS AND METHOD OF FORMING A CONTINUOUS LAYER OF THERMOPLASTIC MATERIAL	407898	9/15/89	4988471	1/29/91	Uniloy Milacron U.S.A. Inc.
	ACCUMULATOR DIE PIN	832513	4/3/97	5792486	8/11/98	Uniloy Milacron U.S.A. Inc.
	NEW DISTRIBUTIVE MIXING ELEMENT FOR EXTRUSION AND INJECTION MOLDING	09/710109	11/9/00			Uniloy Milacron U.S.A. Inc.
	CONTROL-INDEXING DRIVE	153898	5/28/80	4318465	3/9/82	Uniloy Milacron U.S.A. Inc.
United States of America						
	EXTRUSION HEAD WITH ADJUSTABLE VIEW STRIPE POSITIONING	899877	6/17/92	5221540	6/22/93	Uniloy Milacron Inc.
	COMBINATION PLASTIC AND GAS INJECTION NOZZLE ASSEMBLY AND SEQUENTIAL METHOD OF OPERATION	522190	5/11/90	5054689	10/8/91	Uniloy Milacron Inc.
	SEQUENTIAL METHOD OF OPERATION OF COMBINATION PLASTIC AND GAS INJECTION NOZZLE ASSEMBLY	701093	5/16/91	5135703	8/4/92	Uniloy Milacron Inc.
	IMPROVED MULTIPLE LAYER DIE HEAD WITH ADJUSTABLE GAPS	528536	5/25/90	5046938	9/10/91	Uniloy Milacron Inc.
	MULTIPLE PARISON EXTRUSION DEVICE FOR PRODUCING LAMINAR ARTICLES	497513	3/22/90	5055022	10/8/91	Uniloy Milacron Inc.
	DUAL PARISON EXTRUSION HEAD FOR MULTILAYER BLOW MOLDING	345566	5/1/89	4940403	7/10/90	Uniloy Milacron Inc.
	TAKE-OUT ASSEMBLY FOR BLOW MOLDING MACHINE	34646	4/6/87	4752206	6/21/88	Uniloy Milacron Inc.
	HANDLED CONTAINER FOR LIQUIDS	586457	3/5/84	D288905	3/24/87	Uniloy Milacron Inc.
	METHOD AND APPARATUS FOR INJECTION MOLDING PLASTIC ARTICLES HAVING SOLID EXTERIOR SURFACES AND POROUS INTERIOR CORES	454942	1/3/83	4473516	9/25/84	Uniloy Milacron Inc.
	BOTTLE TRANSFER ASSEMBLY	157570	6/9/80	4359155	11/16/82	Uniloy Milacron Inc.
	APPARATUS AND METHOD FOR REMOVAL OF FLASH FROM CONTAINER	166242	7/7/80	4310112	1/12/82	Uniloy Milacron Inc.
	JUG	29/095234	10/19/98	D418423	1/4/00	Uniloy Milacron Inc.

Country	Title	Application No.	Filing Date	Patent No.	Grant Date	Owner
	BOTTLE	29/095271	10/20/98			Uniloy Milacron Inc.
	POST MOLDING ID NECK TRIMMING APPARATUS	09/172889	10/15/98			Uniloy Milacron Inc.
	EXTRUSION TOOL AND PROCEDURE FOR ITS MANUFACTURE	09/075059	5/8/98			Uniloy Milacron Inc.
	DOUBLE ROTARY INJECTION STRETCH BLOW MOLDING MACHINE					Uniloy Milacron Inc.
	BEVERAGE CONTAINER	29/078893	10/30/97	D415035	10/12/99	Uniloy Milacron Inc.
	MILK JUG	09/182131	10/24/98			Uniloy Milacron Inc.
	ADJUSTABLE RAISED PINCH OFF NECK ASSEMBLY	08/851697	5/6/97			Uniloy Milacron Inc.
	METHOD FOR SORTING PLASTIC ARTICLES	477606	12/28/90	5141110	8/25/92	Uniloy Milacron Inc.
	INJECTION BLOW MOLDING APPARATUS INCLUDING STACKED MOLDS	08/129895	9/30/93	5518392	5/21/96	Uniloy Milacron Inc.
	FLEXIBLE PART DEFLASHER	08/079434	6/17/93	5470220	11/28/95	Uniloy Milacron Inc.
	QUICK CHANGE MOLD FOR BLOW MOLDING APPARATUS	08/374682	1/27/95	5551861	9/3/96	Uniloy Milacron Inc.
	HOT FILL PLASTIC CONTAINER HAVING A RADIAL REINFORCEMENT RIB	08/016635	2/12/93	5337909	8/16/94	Uniloy Milacron Inc.
	METHOD OF REMOVING FLASH FROM A BLOW MOLDED CONTAINER	410778	3/27/95	5597524	1/28/97	Uniloy Milacron Inc.
	EXTRUSION HEAD FOR BLOW MOLDING	08/538721	10/3/95	5620722	4/15/97	Uniloy Milacron Inc.
	DESIGN	29/069197	4/11/97	D391854	3/10/98	Uniloy Milacron Inc.
	COMPRESSION MOLDING AND TRIMMING BLOW PIN ASSEMBLY	08/202267	2/25/94	5449284	9/12/95	Uniloy Milacron Inc.

SCHEDULE 1.1(d)

Prior Liens

To the best of each Pledgor's knowledge, there are no prior liens.

SCHEDULE 3.1Financing Statements and Other Necessary Filings

I. UCC Filings

Financing Statements have been filed for the following corporate entities with respect to the Pledged Collateral in the following jurisdictions:

Corporate Entity	Jurisdiction
Milacron Inc.	Delaware
Cimcool Industrial Products Inc.	Delaware
Milacron Plastics Technologies Group Inc.	Delaware
D-M-E Company	Delaware
Milacron Industrial Products, Inc.	Michigan
Uniloy Milacron Inc.	Delaware
Uniloy Milacron U.S.A. Inc.	Michigan
Milacron Marketing Company	Ohio
Valenite Inc.	Delaware
Valenite U.S.A. Inc.	Michigan
FASTCUT TOOL CORPORATIONORATION	Delaware
Valenite Manufacturing Inc.	Michigan
Akron Extruders, Inc.	Ohio
D-M-E U.S.A. Inc.	Michigan
D-M-E Manufacturing Inc.	Delaware
Oak International Inc.	Michigan
Autojectors, Inc.	Indiana
Northern Supply Company, Inc.	Minnesota

Corporate Entity	Jurisdiction
Nickerson Machinery Chicago, Inc.	Illinois
PLIERS INTERNATIONAL, INC.	Delaware
Milacron International Marketing Company	Delaware
Talbot Holdings, Ltd.	Delaware

II. Intellectual Property Filings

- Filings in the United States Patent and Trademark Office with respect to the Intellectual Property Collateral consisting of US patents and trademarks of the Company and each of the Designated Subsidiaries (see Schedule 7(a) to the Perfection Certificate).
- Filings in the United States Copyright Office with respect to the Intellectual Property Collateral consisting of US copyrights of each of the Designated Subsidiaries (see Schedule 7(b) to the Perfection Certificate).

SCHEDULE 4.6

Locations of Pledgors

Pledgor	Chief Executive Office	Tax ID Number	Other Locations
Milacron Inc.	2090 Florence Avenue Cincinnati, OH 45206	31-1062125	See Schedules 2(c) and 2(e) to the Perfection Certificate
Milacron International Marketing Company	2090 Florence Avenue Cincinnati, OH 45206	31-0725217	See Schedules 2(c) and 2(e) to the Perfection Certificate
Cimcool Industrial Products Inc.	3000 Disney Street Cincinnati, OH 45209	31-1681002	See Schedules 2(c) and 2(e) to the Perfection Certificate
Milacron Plastics Technologies Group Inc.	4165 Half Acre Road Batavia, OH 45103	31-1681007	See Schedules 2(c) and 2(e) to the Perfection Certificate
Milacron Capital Holdings B.V.	Schiedamsdijk 20 3134 KK Vlaardingen	31-1062125	See Schedules 2(c) and 2(e) to the Perfection Certificate
D-M-E Company	29111 Stephenson Highway Madison Heights, MI 48071	31-1453086	See Schedules 2(c) and 2(e) to the Perfection Certificate
Milacron Industrial Products, Inc.	1160 White Street Sturgis, MI 49091	38-3457667	See Schedules 2(c) and 2(e) to the Perfection Certificate
Uniloy Milacron Inc.	10501 Highway M52	31-1617019	See Schedules 2(c) and 2(e) to the Perfection Certificate

Pledgor	Chief Executive Office	Tax ID Number	Other Locations
	Manchester, MI 48158		Certificate
Uniloy Milacron U.S.A. Inc.	10501 Highway M52 Manchester, MI 48158	38-2532631	See Schedules 2(c) and 2(e) to the Perfection Certificate
Milacron Marketing Company	2090 Florence Avenue Cincinnati, OH 45206	31-0240580	See Schedules 2(c) and 2(e) to the Perfection Certificate
Valenite Inc.	31700 Research Park Drive Madison Heights, MI 48071	16-1220902	See Schedules 2(c) and 2(e) to the Perfection Certificate
Valenite U.S.A. Inc.	31700 Research Park Drive Madison Heights, MI 48071	38-2041176	See Schedules 2(c) and 2(e) to the Perfection Certificate
FASTCUT TOOL CORPORATION- TION	6030 Carey Drive Valley View, OH 44125	38-2706251	See Schedules 2(c) and 2(e) to the Perfection Certificate
Valenite Manufacturing Inc.	31700 Research Park Drive Madison Heights, MI 48071	38-2230867	See Schedules 2(c) and 2(e) to the Perfection Certificate
Akron Extruders, Inc.	4165 Half Acre Road Batavia, OH 45103	34-1512836	See Schedules 2(c) and 2(e) to the Perfection Certificate
D-M-E U.S.A. Inc.	29111 Stephenson Highway Madison Heights, MI 48071	38-1577946	See Schedules 2(c) and 2(e) to the Perfection Certificate
D-M-E Manufacturing Inc.	29111 Stephenson Highway Madison Heights, MI 48071	38-3491394	See Schedules 2(c) and 2(e) to the Perfection Certificate

Pledgor	Chief Executive Office	Tax ID Number	Other Locations
Oak International Inc.	1160 White Street Sturgis, MI 49091	38-2007743	See Schedules 2(c) and 2(e) to the Perfection Certificate
Autojectors, Inc.	4165 Half Acre Road Batavia, OH 45103	35-1152237	See Schedules 2(c) and 2(e) to the Perfection Certificate
Northern Supply Company, Inc.	1901 Oakcrest Avenue St. Paul, MN 55113	41-1691017	See Schedules 2(c) and 2(e) to the Perfection Certificate
Nickerson Machinery Chicago, Inc.	10 Keith Way Hingham, MA 02043	36-3945434	See Schedules 2(c) and 2(e) to the Perfection Certificate
PLIERS INTERNATIONAL, INC.	10 Keith Way Hingham, MA 02043	04-3137863	See Schedules 2(c) and 2(e) to the Perfection Certificate
Talbot Holdings, Ltd.	6030 Carey Drive Valley View, OH 44125	25-1669807	See Schedules 2(c) and 2(e) to the Perfection Certificate

SCHEDULE 4.11

Required Consents

The consent of Vickers E.S.D., a predecessor in interest to Siemens, is required under the Supply and Service Agreement dated December 30, 1995.

SCHEDULE 5.3

Violations or Proceedings

CLAIMANT	ACCUSED INFRINGEMENT	CLAIM DATE	SUBJECT MATTER	ACTION(S)
Milacron Inc.	Sidel	May '01	Patent Infringement	Fed. Dist. Ct. US Int. Trade Comm.
Milacron Inc.	Sipa	July '01	Patent Infringement	Fed. Dist. Ct. US Int. Trade Comm.
Milacron Inc.	BOY Machines	June '01	Patent Infringement	Fed. Dist. Ct. US Int. Trade Comm.
D-M-E Company	PCS Company	Sept. '01	Patent Infringement	Notice
Valenite Inc.	Kennametal Inc.	Sept. '01	Patent Infringement	Notice
Sidel	Uniloy Milacron	April '01	Patent Infringement	Fed. Dist. Ct.

EXHIBIT 1

JOINDER AGREEMENT

[Name of New Pledgor]
[Address of New Pledgor]

[Date]

Bankers Trust Company
[Address of Administrative Agent]

Ladies and Gentlemen:

Reference is made to that certain security agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), dated as of October 25, 2001, among Milacron, Inc. (the "Borrower"), certain of its subsidiaries or other entities listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement, Bankers Trust Company, as Administrative Agent (in such capacity and together with any successors in such capacity the "Administrative Agent") for the benefit of the Secured Parties (as defined therein).

This letter supplements the Security Agreement and is delivered by the undersigned, _____ (the "New Pledgor"), pursuant to Section 3.2 of the Security Agreement. The New Pledgor hereby agrees to be bound as a Pledgor by all of the terms, covenants and conditions set forth in the Security Agreement to the same extent that it would have been bound if it had been a signatory to the Security Agreement on the execution date of the Security Agreement. The New Pledgor hereby makes each of the representations and warranties and agrees to each of the covenants applicable to the Pledgors contained in the Security Agreement.

Attached hereto are supplements to each of the schedules to the Security Agreement with respect to the New Pledgor. Such supplements shall be deemed to be part of the Security Agreement.

This agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCLUDING (TO THE GREATEST EXTENT PERMITTED BY LAW) ANY RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the New Pledgor has caused this letter agreement to be executed and delivered by its duly authorized officer as of the date first above written.

[NEW PLEDGOR]

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

BANKERS TRUST COMPANY,
as Administrative Agent

By: _____
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RG 9-18-02
September 17, 2002

MEMORANDUM TO TONYA LEE, UNITED STATES PATENT & TRADEMARK OFFICE

Re: Refiling of Document ID# 102151532

Per our conversation, enclosed please find the following documents related to an assignment filing for certain patents listed herein:

1. The cover page indicating the total number of patents being filed against (266) and showing \$1,400 in fees being paid (see orange flag).

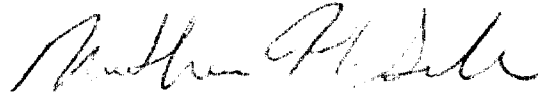
2. The original cover page submitted on December 21, 2001 with filing fees for \$9,240. (see blue flag)

As you recall, this document was returned to my office on September 9 in error. The total number of patents being conveyed is 266. The total fees due were \$10,640. My office has paid \$9,240 on 12/21/01 and \$1,400 on 5/3/02. Thus, all fees have been paid, and this filing appears to us to be in recordable form.

All requests for re-submission have been complied with within 30 days as outlined under 37 CFR 3.51, and thus the original submission date of December 21, 2001 should apply.

Please contact me at the number above when you have had a chance to review the enclosed documents.

Sincerely,

A handwritten signature in dark ink, appearing to read "Nathan H. Sevilla". The signature is fluid and cursive, with a large initial "N" and a stylized "S" at the end.

Nathan H. Sevilla, Esq.

[Enclosures]

VIA FEDERAL EXPRESS