

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Anchor Lamina, Inc.

Execution Date(s) 03/04/2005

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Intellectual Property Security Agreement

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal Address: _____

Street Address: One Federal Street

City: Boston

State: MA

Country: USA Zip: 02110

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See attached Schedule A.

B. Patent No.(s)

See attached Schedule A.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Bingham McCutchen LLP

Internal Address: Attn: Kristine L. Oulmet

Street Address: 150 Federal Street

City: Boston

State: Massachusetts Zip: 02110

Phone Number: 617-951-8517

Fax Number: 617-951-8736

Email Address: kristine.oulmet@bingham.com

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 8906
Expiration Date 10/2007

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 11, 2005

Date

Kristine L. Oulmet

Name of Person Signing

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

17

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6895, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CONTINUATION OF SECTION 4
OF PATENT RECORDATION COVER SHEET

SCHEDULE A

PATENTS

<u>Description</u>	<u>Appl. No./Pat. No.</u>	<u>Filing Date</u>	<u>Status</u>
Bushing	6,799,894	10/05/04	Registered
Press action simulator for aerial cam set-up	10/503,702	08/05/04	Pending
Bushing	10/873,007	06/21/04	Pending
Bushing	10/517,876	12/13/04	Pending

INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ANCHOR LAMINA INC.)

TO: Administrative Agent (as defined below)

DATED: As of March 4, 2005.

1. In this Agreement, unless otherwise defined herein, capitalized terms used herein have the meanings defined in the Credit Agreement (as defined below) and, unless something in the subject matter or context is inconsistent therewith:

- (a) **"Administrative Agent"** means Fleet Capital Corporation, together with its successors and assigns, for, on behalf of, and for the benefit of, itself and the other Secured Parties;
- (b) **"Copyrights"** means all of the Debtor's current and future copyrights including, but not limited to, the copyrights, if any, listed in Schedule "A";
- (c) **"Credit Agreement"** means the revolving credit and term loan agreement dated as of March 4, 2005 between Connell Anchor Holding, Inc., as the initial Canadian Borrower, Connell Anchor, Inc., as a subsequent Canadian Borrower, Anchor Lamina Inc., as a subsequent Canadian Borrower, Anchor Lamina America, Inc., as a U.S. Borrower, Danly IEM, LLC, as a U.S. Borrower, Fleet Capital Corporation and the other Lenders party thereto, as Lenders, Fleet Capital Corporation, as Administrative Agent, Fleet Capital Global Finance Inc., as Canadian Lender and Fleet National Bank, as Issuing Bank, as such agreement may be amended, supplemented, restated or replaced from time to time;
- (d) **"Debtor"** means Anchor Lamina Inc., an Ontario corporation;
- (e) **"Grantee Licence Agreements"** means all present and future license agreements in respect of Intellectual Property to which the Debtor is a party, as licensee, including, but not limited to, the license agreements, if any, listed in Schedule "A";
- (f) **"Grantee Licences"** means all right, title and interest of the Debtor under the terms of any Grantee Licence Agreements, including any and all renewals, extensions, supplements, amendments and continuations thereof;
- (g) **"Grantor Licence Agreements"** means all present and future license agreements in respect of Intellectual Property to which the Debtor is a party, as licensor, including, but not limited to, the license agreements, if any, listed in Schedule "A" and noted as such;

- (h) **"Grantor Licences"** means all right, title and interest of the Debtor under the terms of any Grantor Licence Agreements, including any and all (i) renewals, extensions, supplements, amendments and continuations thereof; (ii) income, royalties, damages and payments now and hereafter due or payable to the Debtor with respect thereto, including without limitation, damages and payments for past or future violations or infringements or misappropriations thereof; and (iii) rights to sue for past, present and future violations or infringements thereof;
- (i) **"Industrial Designs"** means all of the Debtor's current and future industrial designs including, but not limited to, the industrial designs, if any, listed in Schedule "A";
- (j) **"Intellectual Property"** means all Copyrights, Licences, Patents, Trade Marks, Trade Secrets, Integrated Circuit Topographies, Industrial Designs and all other present and future intellectual property belonging to the Debtor or in which the Debtor has any right or interest, including, but not limited to, any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Debtor with respect thereto, including, without limitation, damages and payments for past or future infringements or misappropriations thereof; (ii) rights to sue for past, present and future infringements or misappropriations thereof; (iii) all other rights corresponding thereto throughout the world; and (iv) any other intellectual property described in the Credit Agreement;
- (k) **"Intellectual Property Collateral"** has the meaning assigned to such term in section 3 of this Agreement;
- (l) **"Integrated Circuit Topographies"** means, all of the Debtor's current and future integrated circuit topographies including, but not limited to, the integrated circuit topographies, if any, listed in Schedule "A";
- (m) **"Licences"** means Grantor Licences and Grantee Licences;
- (n) **"Material Adverse Effect"** means: (i) a material adverse effect on the business, condition (financial or otherwise), operation, performance or properties of the Debtor; (ii) a material adverse effect on the rights and remedies of any of the Secured Parties under the Loan Documents; or (iii) the material impairment of the ability of the Debtor to perform its obligations under the Loan Documents;
- (o) **"Obligations Secured"** means all indebtedness, obligations and liabilities of the Debtor to any of the Secured Parties, individually or collectively, existing on the date hereof or arising thereafter, direct or indirect, joint or several, absolute or contingent, matured or unmatured, liquidated or unliquidated, secured or unsecured, arising by contract, operation of law or otherwise, arising or incurred under the Credit Agreement or any of the other Loan Documents or any Derivative Agreement or in respect of any of the Loans made, or any obligations under Derivative Agreements or Reimbursement Obligations incurred or any of

the Letter of Credit Applications, Letters of Credit or other instruments at any time evidencing any part thereof or in respect of any cash management services provided to the Debtor by any of the Secured Parties;

- (p) **"Patents"** means all of the Debtor's patents that have been or will be granted, including, but not limited to, any and all (i) inventions and improvements thereof and (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; including, but not limited to, the patents and patent applications, if any, listed in Schedule "A";
- (q) **"Secured Parties"** means the Administrative Agent and Lenders and any reference herein to the "Secured Parties" shall be interpreted as referring to "the Secured Parties or any of them";
- (r) **"Trade Marks"** means all of the Debtor's current and future trade marks including, but not limited to, the trade marks, if any, listed in Schedule "A"; and
- (s) **"Trade Secrets"** means all of the Debtor's current and future trade secrets and other proprietary know-how or information including, but not limited to, the trade secrets, if any, listed in Schedule "A".

In this Agreement, unless the contrary intention appears:

- (a) any rights or benefits stated to accrue to the benefit of the Administrative Agent shall accrue to the benefit of the Administrative Agent for and on behalf of and for the benefit of itself and the other Secured Parties;
- (b) the singular includes the plural and vice versa and words importing a gender include all genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a party to this Agreement includes that party's successors and permitted assigns;
- (e) a reference to **"this Agreement"** includes all schedules attached hereto as amended, supplemented, restated or replaced from time to time;
- (f) a reference to a document or agreement includes that document or agreement as amended, supplemented, restated or replaced from time to time;
- (g) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;

- (h) words implying natural persons include partnerships, bodies corporate, associations, trusts, governments and governmental and local authorities and agencies;
- (i) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
- (j) a reference to any legislation or statutory instrument or regulation includes all amendments thereto and all replacements and re-enactments thereof.

3. For valuable consideration, the Debtor hereby mortgages and charges to the Administrative Agent, as and by way of a fixed and specific mortgage and charge and grants to the Administrative Agent a security interest (such mortgages, charges and security interests are collectively referred to herein as the "Security Interests") in all of the Debtor's entire right, title and interest now owned or existing and hereafter acquired or arising in the Intellectual Property (all of which being hereinafter referred to as the "Intellectual Property Collateral"). The grants, mortgages and charges created above shall be, and shall take effect as a grant of, a security interest, mortgage and charge therein and shall not constitute an assignment of the Debtor's right, title and interest in the Intellectual Property notwithstanding any other provision hereof to the contrary. To the extent that the provisions of any Intellectual Property Collateral (collectively, "Contractual Rights") expressly prohibits or gives rise to a right of termination (which prohibition or right of termination is enforceable under applicable law) upon any assignment thereof or the grant of a Security Interest therein, the Security Interest granted hereunder will not extend to the Debtor's rights under such Contractual Rights (other than in respect of the Proceeds thereof) for so long as such prohibition continues, it being understood that upon request of the Administrative Agent, the Debtor will in good faith use reasonable commercial efforts to obtain any required consent for the creation of a Security Interest in favour of the Administrative Agent (and to the Administrative Agent's enforcement of such security interest) in the Debtor's rights under such Contractual Rights and until the earlier of such time or such consent no longer being required the Debtor will hold such Contractual Rights in trust for the benefit of the Administrative Agent.

4. The Security Interests granted under this Agreement secure payment and performance to the Secured Parties of the Obligations Secured.

5. The Debtor hereby agrees that:

- (a) subject to the terms hereof and of the Credit Agreement, the Debtor will continue using all Trade Marks, the loss of which could have a Material Adverse Effect, and will notify the Administrative Agent if it intends to cease doing so in respect of any such Trade Mark;
- (b) the Debtor will pay all applicable maintenance fees and renewal fees in connection with each material item of Intellectual Property, unless the Debtor determines, on a commercially reasonable basis, that such item of Intellectual Property is no longer material to the conduct of its business or such Intellectual

Property is sold or disposed of in accordance with the provisions of the Credit Agreement;

- (c) the Debtor will take commercially reasonable steps to enforce its intellectual property rights against any known infringers of any material item of Intellectual Property and will advise the Administrative Agent of any such infringement known to it;
- (d) the Debtor shall duly observe and conform to all material requirements of any governmental authority relative to any of the Intellectual Property Collateral and in all material respects with all covenants, terms and conditions upon or under which the Intellectual Property Collateral is held;
- (e) the Debtor shall, upon request by the Administrative Agent, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may reasonably be considered by the Administrative Agent to be necessary or desirable to give effect to the intent of this Agreement; or upon and during the continuance of an Event of Default, for the collection, disposition, realization or enforcement of the Intellectual Property Collateral or the Security Interests; and during the continuance of an Event of Default or otherwise in accordance with the Credit Agreement, the Debtor hereby irrevocably constitutes and appoints any officer of the Administrative Agent or its appointee the true and lawful attorney of the Debtor, with full power of substitution, to do any of the foregoing in the name of the Debtor whenever and wherever the Administrative Agent may consider it to be necessary or desirable in accordance with the terms of the Credit Agreement. The grant of the power of attorney herein shall constitute a power coupled with an interest;
- (f) except to the extent permitted in the Credit Agreement, and then only in conformity with the Credit Agreement, until the Obligations Secured shall have been satisfied in full and no Secured Party has any further obligation to extend credit to any of the Borrowers, the Debtor shall not sell or assign its interest in, or grant any license under, the Intellectual Property Collateral or enter into any other agreement with respect to the Intellectual Property Collateral. The Debtor agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Administrative Agent under this Agreement;
- (g) if, before the Obligations Secured shall have been satisfied in full and no Secured Party has any further obligation to extend credit to any of the Borrowers, the Debtor shall: (i) become aware of any existing Intellectual Property Collateral of which the Debtor has not previously informed the Administrative Agent; or (ii) become entitled to the benefit of any material Intellectual Property Collateral which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Administrative Agent prompt written notice thereof. The Debtor hereby

authorizes the Administrative Agent to, upon prior written notice, modify this Agreement by amending the Schedule(s) to this Agreement to include any such Intellectual Property Collateral; and

- (h) upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall be entitled to use the Intellectual Property Collateral to the extent the Debtor is currently entitled to use the Intellectual Property Collateral, and without any liability to the Debtor for royalties or other related charges by the Administrative Agent or other Secured Parties.

6. Upon the occurrence and during the continuance of an Event of Default, (a) the Administrative Agent may give notice to any or all account debtors of the Debtor and to any or all persons liable to the Debtor under an instrument to make all further payments to the Administrative Agent; (b) the Administrative Agent may take control of all proceeds of the Intellectual Property Collateral and may apply such proceeds to the satisfaction of the Obligations Secured secured hereby; and (c) the Administrative Agent may hold as additional security any increase or profits, except money, received from any Intellectual Property Collateral in the Administrative Agent's possession, and may apply any money received from such Intellectual Property Collateral to reduce the Obligations Secured secured hereby and may hold any balance as additional security for such part of the Obligations Secured as may not yet be due, whether absolute or contingent. After the giving of any notice specified in Section 6(a) above, any payments or other proceeds of the Intellectual Property Collateral received by the Debtor from account debtors or from any persons liable to the Debtor under an instrument shall be held by the Debtor in trust for the Administrative Agent and, subject to the terms of the Credit Agreement, paid over to the Administrative Agent upon request. In the case of any instrument or chattel paper comprising part of the Intellectual Property Collateral, the Administrative Agent will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. Upon the Debtor's failure to perform any of its duties hereunder, the Administrative Agent may, but shall not be obligated to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Debtor shall pay to the Administrative Agent, forthwith upon written demand therefor, an amount equal to the costs, expenses and reasonable fees incurred by the Administrative Agent in so doing plus interest thereon from the date such costs, expenses and reasonable fees are incurred until paid at the rate of interest applicable to the Obligations Secured (or the applicable rates of interest if different rates of interest apply to different parts of the Obligations Secured) as at the date of such demand and shall be payable by the Debtor upon demand and shall constitute and be included in Obligations Secured under this Agreement.

8. If an Event of Default has occurred and is continuing, (a) the Administrative Agent shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a secured party under the PPSA and other applicable legislation together with those remedies provided by this Agreement; (b) the Administrative Agent may take possession of the Intellectual Property Collateral, enter upon any premises of the Debtor, otherwise enforce this Agreement and enforce any rights of the Debtor in respect of the Intellectual Property Collateral by any manner permitted by law; (c) may use the Intellectual Property Collateral in the manner and to the extent that the Administrative Agent may consider appropriate; (d) may hold, insure,

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process, maintain, protect, preserve, prepare for disposition and dispose of the same; and (e) may require the Debtor to assemble the tangible Intellectual Property Collateral and deliver or make the Intellectual Property Collateral available to the Administrative Agent at a reasonably convenient place designated by the Administrative Agent.

9. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may (a) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Intellectual Property Collateral; or (b) may by appointment in writing appoint any person to be a receiver of the Intellectual Property Collateral and may remove any receiver so appointed by the Administrative Agent and appoint another in its stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law, have all of the rights, benefits and powers of the Administrative Agent and the other Secured Parties hereunder or under the *Personal Property Security Act* (Ontario) or otherwise and without limitation have the power (i) to take possession of the Intellectual Property Collateral, (ii) to exercise all or any of the rights, powers, authorities and remedies which the Debtor has or would otherwise have had in relation to the Intellectual Property Collateral, (iii) to borrow money required for the seizure, retaking, repossession, holding, insurance, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Intellectual Property Collateral or for any other enforcement of this Agreement or for the carrying on of the business of the Debtor on the security of the Intellectual Property Collateral in priority to the Security Interests created under this Agreement, and (iv) to sell, lease, license, assign or otherwise dispose of the whole or any part of the Intellectual Property Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine; provided that if any such disposition involves deferred payment the Secured Parties will not be accountable for and the Debtor will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Debtor, and the Secured Parties shall not be in any way responsible for any misconduct or negligence of any such receiver.

10. Any proceeds of any disposition of any Intellectual Property Collateral may be applied by the Administrative Agent to the payment of expenses incurred in connection with enforcing the Security Interests and seizing, repossessing, retaking, holding, processing, insuring, preserving, preparing for disposition and disposing of the Intellectual Property Collateral (including reasonable solicitor's fees and legal expenses and any other expenses), and any balance of such proceeds may be applied by the Administrative Agent towards the payment of the Obligations Secured in such order of application as specified in the Credit Agreement. All such expenses and all amounts borrowed on the security of the Intellectual Property Collateral shall bear interest at the rate of interest applicable to the Obligations Secured (or the applicable rates of interest if different rates of interest apply to different parts of the Obligations Secured) as at the date of such demand and shall be added to the Obligations Secured under this Agreement. If the proceeds from the disposition of the Intellectual Property Collateral fails to satisfy the Obligations Secured secured by this Agreement and the expenses incurred by the Administrative Agent or any other person in relation to the enforcement hereof, the Debtor shall be liable to pay any deficiency to the Administrative Agent on demand.

11. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit either in the name of the Debtor or in its own name to protect or enforce the Intellectual Property, and if the Administrative Agent shall commence any such suit, the Debtor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such protection or enforcement.

12. Unless an Event of Default has occurred and is continuing, the Debtor may continue to exploit, license, franchise, use, enjoy and protect (whether in Canada or any foreign jurisdiction) the Intellectual Property in the ordinary course of business in a manner which is not inconsistent with this Agreement or the Credit Agreement and the Administrative Agent shall from time to time execute and deliver, upon written request of the Debtor, and at the Debtor's sole cost and expense, such instruments, certificates or other documents as may be reasonably necessary to enable the Debtor to do so.

13. Except as otherwise specifically provided in this Agreement, the Debtor shall have the duty to preserve and maintain all rights in all material items of Intellectual Property so as to enable the Debtor to exercise all rights therein, and to carry on its business and operations in the normal course, where the failure to so maintain or preserve would have a Material Adverse Effect. Such duties shall include, but not be limited to, the following:

- (a) the Debtor shall take appropriate action at its expense to halt the known infringement of any rights in or to each material item of Intellectual Property to the extent that such infringement or amendment, modification, termination or waiver would have a Material Adverse Effect; and
- (b) the Debtor shall not amend, modify, terminate or waive any provisions of any contract relating to any Intellectual Property to which the Debtor is a party to the extent that such infringement or amendment, modification, termination or waiver would have a Material Adverse Effect.

14. The Debtor agrees that:

- (a) the Administrative Agent may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Intellectual Property Collateral or other security as the Administrative Agent may see fit without prejudice to the liability of the Debtor and the rights of the other Secured Parties under this Agreement;
- (b) if the Debtor amalgamates with one or more corporations, the Obligations Secured secured by this Agreement and the Security Interests shall continue and shall extend to the present and future undertaking, property and assets of the amalgamated the Debtor, as if the amalgamated the Debtor had executed this Agreement as the Debtor;
- (c) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations Secured but shall

constitute and be a continuing security to the Administrative Agent (for and on behalf of and for the benefit of all of the Secured Parties) for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Secured Parties;

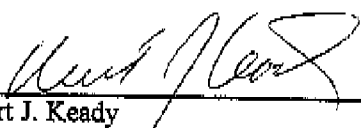
- (d) nothing in this Agreement shall obligate any Secured Party to make any loan or accommodation to the Debtor or extend the time for payment or satisfaction of the Obligations Secured;
- (e) any failure by the Administrative Agent to exercise any right, power or remedy in this Agreement shall not constitute a waiver thereof and no single or partial exercise by the Administrative Agent of any right, power or remedy shall preclude any other or further exercise thereof or of another right, power or remedy for the enforcement of this Agreement or the payment in full of the Obligations Secured secured by this Agreement;
- (f) no amendment or waiver of or supplement to any provision of this Agreement shall in any event be effective unless it is in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given;
- (g) no waiver or act or omission of the Secured Parties shall extend to or be taken in any manner whatsoever to affect any subsequent breach by the Debtor or the rights resulting therefrom;
- (h) all rights of the Secured Parties under this Agreement shall be assignable in accordance with the Credit Agreement and in any action brought by an assignee to enforce such rights, the Debtor shall not assert against the assignee any claim or defence which the Debtor now has or may hereafter have against any Secured Party;
- (i) all rights of the Secured Parties under this Agreement shall enure to the benefit of their respective successors and assigns and all obligations of the Debtor under this Agreement shall bind the Debtor, its successors and permitted assigns;
- (j) this Agreement shall be governed in all respects by the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereby irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario in any suit, action or proceeding relating to this Agreement;
- (k) any notice required or permitted to be given under this Agreement shall be in writing and made and be deemed to have been received in accordance with the provisions of the Credit Agreement;
- (l) the Debtor agrees that value has been given by the Secured Parties and that the Security Interests are intended to attach (a) with respect to the Intellectual Property Collateral which are in existence as of the date hereof, upon execution of

this Agreement, and (b) with respect to the Intellectual Property Collateral which comes into existence after the date hereof, upon the Debtor acquiring any rights therein and in each case the parties do not intend to postpone the attachment of any Security Interest created by this Agreement;

- (m) any provision of this Agreement which is or becomes prohibited or unenforceable in any relevant jurisdiction shall not invalidate or impair the remaining provisions hereof which shall, to the maximum extent permitted by law, be deemed severable from such prohibited or unenforceable provision and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction;
 - (n) in the event of any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern, but only to the extent necessary to resolve such conflict; and
 - (o) the remedies under this Agreement may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights however created.
15. Time shall be of the essence of this Agreement.
16. The Debtor acknowledges receipt of a copy of this Agreement.

DATED as of the date first set forth above.

ANCHOR LAMINA INC.

By: 
Name: Kurt J. Keady
Title: Vice President

SCHEDULE "A"

1. Grantee Licence Agreements

- Manufacturing/Licensing Agreement between UMEX Co., Ltd. and Limited Inc. dated June 5, 1995.

2. Patents

- Please see attached table.

3. Trade Marks

- Please see attached table.

Anchor Lamina Inc.
Foreign Patents
February 28, 2005

Registration	Country	Status	Applicant	Applicant Address	Applicant City	Applicant State	Applicant Zip	Applicant Country
Press Action Simulator for Aerial Cam Set up	United States	Awaiting Additional Info	10/503702				08/05/04	
Press Action Simulator for Aerial Cam set up	China	Pending	02828026.1				08/11/04	
Press Action Simulator for Aerial Cam set up	Europe	Pending	02707775.9				02/11/02	
Press Action Simulator for Aerial Cam set up	Japan	Pending	2003-567605				02/11/02	
Press Action Simulator for Aerial Cam set up	Korea	Pending	10-2004-7012306				02/11/02	
Bushing	United States	Active	10/172453				06/14/02	6799894 10/5/2004
Bushing	United States	Pending	10/873,007				06/21/04	
Bushing	United States	Awaiting Verification	10/517,876				12/13/04	
Bushing	Taiwan	Active	92113106				05/14/03	195814 5/24/2004
Bushing	PCT	Pending	US03/15791				05/19/03	
Bushing	Malaysia	Pending	PI20032193				06/12/03	

**Anchor Lamina Inc.
Cdn Patents
February 28, 2005**

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03/01/2005 15:46 FAX
MAR-01-2005 11:04
TD CAPITAL
ANCHOR LAMINA
905 274 2855 P.09/22
0112

Friday, February 25, 2005						
Trademark List						
Trademark Name	Attorney(s)	Client Matter #	Status	Application Number / Filing Date	Registration Number/Date	First Use Date
ANCHOR DESIGN Country: Brazil	RMB	LAM 0121	Pending	824971167 01-Oct-2002		
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: Canada	RMB	LAM 0121	Registered	1152967 23-Sep-2002	612743 15-Jun-2004	15-Jun-2019
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: Chile	RMB	LAM 0121	Pending	3321899 27-Sep-2002		
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: European Community	RMB	LAM 0121	Pending	2863942 24-Sep-2002		24-Sep-2012
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: India	RMB	LAM 0121	Pending	1136214 25-Sep-2002		25-Sep-2009
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: Japan	RMB	LAM 0121	Pending	832892002 01-Oct-2002		
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: Korea (South)	RMB	LAM 0121	Registered	402002-44775 30-Sep-2002	579674 07-Apr-2004	07-Apr-2014
Owner: Anchor Lamina Incorporated						
Classes: 7						
ANCHOR DESIGN Country: Mexico	RMB	LAM 0121	Registered	548018 27-Sep-2002	790114 14-May-2003	27-Sep-2012
Owner: Anchor Lamina Incorporated						
Classes: 7						

02/25/05 16:08 FAX 15189726882

ANCHOR LAMINA INC.

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1 248 388 3351

BROOKS KUSHMAN

01:45:48 p.m. 02-25-2006

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Trademark List						
Trademark Name	Attorney(s)	Client/Inventor	Status	Application Number / Filing Date	Registration Number/Date	First Use Date
ANCHOR DESIGN Country: Taiwan	RMB	LAM 0121 Owner: Anchor Lamina Incorporated	Registered	91041447 21-Sep-2002	1118637 16-Jul-2004	16-Jul-2014
Class: 7						
ANCHOR DESIGN Country: Thailand	RMB	LAM 0121 Owner: Anchor Lamina Incorporated	Pending	4995113 01-Oct-2002		01-Oct-2012
Class: 7						
ANCHOR DESIGN Country: United States of America	RMB	LAM 0121 Owner: Anchor Lamina Incorporated	Registered	767189236 01-Apr-2002	2778503 28-Oct-2003	28-Oct-2010
Class: 7						
ANCHOR DESIGN Country: Taiwan	RMB	LAM 0121A Owner: Anchor Lamina Incorporated	Registered	90058489 27-Sep-2002	1008636 14-Apr-2004	14-Apr-2014
Class: 6						

Friday, February 25, 2005

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RECORDED: 05/11/2005

PATENT
REEL: 016206 FRAME: 0954