

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
AJAX TOCCO MAGNETHERMIC CORPORATION	03/08/2010
ATBD, INC.	03/08/2010
BLUE FALCON TRAVEL, INC.	03/08/2010
COLUMBIA NUT & BOLT LLC	03/08/2010
CONTROL TRANSFORMER, INC.	03/08/2010
FECO, INC.	03/08/2010
FORGING PARTS & MACHINING COMPANY	03/08/2010
GATEWAY INDUSTRIAL SUPPLY LLC	03/08/2010
GENERAL ALUMINUM MFG. COMPANY	03/08/2010
ILS TECHNOLOGY LLC	03/08/2010
INDUCTION MANAGEMENT SERVICES, LLC	03/08/2010
INTEGRATED HOLDING COMPANY	03/08/2010
INTEGRATED LOGISTICS HOLDING COMPANY	03/08/2010
INTEGRATED LOGISTICS SOLUTIONS, INC.	03/08/2010
LALLEGRO, INC.	03/08/2010
LEWIS & PARK SCREW & BOLT COMPANY	03/08/2010
PARK-OHIO FORGED & MACHINED PRODUCTS LLC	03/08/2010
PARK-OHIO INDUSTRIES, INC.	03/08/2010
PARK-OHIO PRODUCTS, INC.	03/08/2010
PHARMACEUTICAL LOGISTICS, INC.	03/08/2010
PHARMACY WHOLESALE LOGISTICS, INC.	03/08/2010
P-O REALTY LLC	03/08/2010
PRECISION MACHINING CONNECTION LLC	03/08/2010
RB&W MANUFACTURING LLC	03/08/2010
RED BIRD, INC.	03/08/2010
SNOW DRAGON LLC	03/08/2010
SOUTHWEST STEEL PROCESSING LLC	03/08/2010
ST HOLDING CORP.	03/08/2010
STMX, INC.	03/08/2010
SUMMERSPACE, INC.	03/08/2010

PATENT

501119317

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SUPPLY TECHNOLOGIES LLC	03/08/2010
SUPPLY TECHNOLOGIES (NY), INC.	03/08/2010
THE AJAX MANUFACTURING COMPANY	03/08/2010
THE CLANCY BING COMPANY	03/08/2010
TOCCO, INC.	03/08/2010
WB&R ACQUISITION COMPANY, INC.	03/08/2010
POVI L.L.C.	03/08/2010
RB&W LTD.	03/08/2010
TW MANUFACTURING CO.	03/08/2010

#### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1300 East Ninth Street, 13th Floor
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114

#### PROPERTY NUMBERS Total: 136

Property Type	Number
Patent Number:	6981541
Patent Number:	6827125
Patent Number:	7637307
Patent Number:	4628167
Patent Number:	4694134
Patent Number:	4751360
Patent Number:	5739506
Patent Number:	6434182
Patent Number:	4811356
Patent Number:	7606286
Patent Number:	4761530
Patent Number:	6815650
Patent Number:	6965098
Patent Number:	7041946
Patent Number:	7466740
Patent Number:	7113535
Patent Number:	7110430

Patent Number:	4754114
Patent Number:	6399929
Patent Number:	6279646
Patent Number:	6700105
Patent Number:	6696675
Patent Number:	5751749
Patent Number:	5853454
Patent Number:	5707462
Patent Number:	4872907
Patent Number:	6904955
Patent Number:	4721457
Patent Number:	6572368
Patent Number:	4710126
Patent Number:	4855556
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Patent Number:	4757170
Patent Number:	4894501
Patent Number:	7503376
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Patent Number:	4637844
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Patent Number:	4744836
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Patent Number:	4897518
Patent Number:	5799720
Patent Number:	4702768
Patent Number:	6365884
Patent Number:	5403994
Patent Number:	6107613
Patent Number:	6911633

Patent Number:	6439883
Patent Number:	5156683
Patent Number:	5710411
Patent Number:	5133402
Patent Number:	4891259
Patent Number:	5211744
Patent Number:	7424236
Patent Number:	4438310
Patent Number:	4531036
Patent Number:	4625090
Patent Number:	4336924
Patent Number:	4482793
Patent Number:	4307278
Patent Number:	4195213
Patent Number:	4266109
Patent Number:	4619717
Patent Number:	4577081
Patent Number:	4317978
Patent Number:	4468549
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Patent Number:	4433226
Patent Number:	4501942
Patent Number:	4418259
Patent Number:	4401486
Patent Number:	4531987
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Patent Number:	6238787
Patent Number:	4191363
Patent Number:	4538041
Patent Number:	4370703
Patent Number:	4475839
Patent Number:	D359406

Patent Number:	4482879
Patent Number:	4251704
Patent Number:	4184798
Patent Number:	4690574
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Patent Number:	6220804
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Patent Number:	D448660
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Patent Number:	4535211
Patent Number:	5009395
Patent Number:	4749834
Patent Number:	4715907
Patent Number:	4511956
Patent Number:	4785147
Patent Number:	4745251
Application Number:	11439852
PCT Number:	US0628308
Application Number:	11418580
Application Number:	12187650
Application Number:	12484422
Application Number:	11516837
Application Number:	11516950
Application Number:	12215165
Application Number:	12572828
Application Number:	11451960
Application Number:	12258484

Application Number:	11555827
Application Number:	12015207
Application Number:	11359032
Application Number:	11603597
Application Number:	11142200
Application Number:	11599771
Application Number:	11054295
Application Number:	10266791
Application Number:	11689067
Application Number:	11199187
PCT Number:	US0879465
PCT Number:	US0969202
Patent Number:	4258241
Application Number:	11555789

#### CORRESPONDENCE DATA

Fax Number: (866)826-5420

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ATTORNEY DOCKET NUMBER:	1075.162
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Total Attachments: 116

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**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)**

AJAX TOCCO MAGNETHERMIC CORPORATION

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 03/08/2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 1300 East Ninth Street, 13th Floor

City: Cleveland

State: OH

Country: USA Zip: 44114

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)

11/555789

B. Patent No.(s)

6981541

Additional numbers attached? ☒ Yes ☐ No

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

Name: Sharon Patterson, Paralegal

Internal Address: \_\_\_\_\_

Street Address: Goldberg Kohn Ltd.

55 E. Monroe Street, Ste. 3300

City: Chicago

State: IL Zip: 60603

Phone Number: 312-201-3865

Fax Number: 312-863-7865

Email Address: sharon.patterson@goldbergkohn.com

**6. Total number of applications and patents involved:** 139

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

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

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Sharon Patterson  
Signature

3/12/10  
Date

Sharon Patterson

Name of Person Signing

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

116

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Additional names of conveying parties:

ATBD, INC.  
BLUE FALCON TRAVEL, INC.  
COLUMBIA NUT & BOLT LLC  
CONTROL TRANSFORMER, INC.  
FECO, INC.  
FORGING PARTS & MACHINING COMPANY  
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PARK-OHIO PRODUCTS, INC.  
PHARMACEUTICAL LOGISTICS, INC.  
PHARMACY WHOLESALE LOGISTICS, INC.  
P-O REALTY LLC  
PRECISION MACHINING CONNECTION LLC  
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WB&R ACQUISITION COMPANY, INC.  
POVI L.L.C.  
RB&W LTD.  
TW MANUFACTURING CO.

4. A. and B. (continued)

INTELLECTUAL PROPERTY RIGHTS<sup>1</sup>

PATENTS

	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Casting furnace	6827125	12/7/04
Ajax Tocco Magnethermic Corporation	Adjustable feed chute and associated method of feeding and melting	7637307	12/29/09
Ajax Tocco Magnethermic Corporation	Apparatus for inductively hardening the interior surface of objects	4628167	12/9/86
Ajax Tocco Magnethermic Corporation	Apparatus for overheating edges of skelp for the production of compression welded pipe	4694134	9/15/87
Ajax Tocco Magnethermic Corporation	Apparatus for the continuous induction heating of metallic strip	4751360	6/14/88
Ajax Tocco Magnethermic Corporation	Coil position adjustment system in induction heating assembly for metal strip	5739506	4/14/98
Ajax Tocco Magnethermic Corporation	Composite insulating clamp assembly for induction furnace	6434182	8/13/02
Ajax Tocco Magnethermic Corporation	Control circuit for switching power to an induction furnace	4811356	3/7/89
Ajax Tocco Magnethermic Corporation	Coreless furnace coil clamp	7606286	10/20/09
Ajax Tocco Magnethermic Corporation	Electric induction heat treating furnace	4761530	8/2/88
Ajax Tocco Magnethermic Corporation	ELECTRIC TREATMENT METHOD FOR IMPREGNATING, COMPACTING AND ELECTRICALLY INSULATING BODIES	10345265 (GERMANY)	7/13/2006
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6965098	11/15/05
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6815650	11/9/04
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6965098	11/15/05
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	7041946	5/9/06

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Induction coil having internal and external faradic rings	7466740	12/16/08
Ajax Tocco Magnethermic Corporation	Induction furnace for melting granular materials	7113535	9/26/06
Ajax Tocco Magnethermic Corporation	Induction furnace for melting semi-conductor materials	7110430	9/19/06
Ajax Tocco Magnethermic Corporation	Induction heater	4754114	6/28/88
Ajax Tocco Magnethermic Corporation	Induction heater comprising a coil/capacitor bank combination including a translatable coil assembly for movement on and off a continuous strip	6399929	6/4/02
Ajax Tocco Magnethermic Corporation	Induction heating of side or dam blocks in a continuous caster	6279646	8/28/01
Ajax Tocco Magnethermic Corporation	Induction heating system and method for internal combustion engine	6700105	3/2/04
Ajax Tocco Magnethermic Corporation	Induction heating system for internal combustion engine	6696675	2/24/04
Ajax Tocco Magnethermic Corporation	Inductor for inductively heating crank shafts	5751749	9/19/95
Ajax Tocco Magnethermic Corporation	Mass flow gravity feed apparatus for charging metal-melting furnaces with dross level compensator and method for charging metal-melting furnaces therewith	5853454	12/29/98
Ajax Tocco Magnethermic Corporation	Mass flow gravity feed method for charging metal-melting furnaces and apparatus therefor	5707462	4/18/95
Ajax Tocco Magnethermic Corporation	Metal chip furnace charge apparatus and method	4872907	10/10/89
Ajax Tocco Magnethermic Corporation	Method and apparatus for altering pouring from common hearth in plasma furnace	6904955	6/14/05
Ajax Tocco Magnethermic Corporation	Method and apparatus for cleaning and drying metal chips	4721457	1/26/88
Ajax Tocco Magnethermic Corporation	Method and apparatus for cooling a furnace	6572368	6/3/03
Ajax Tocco Magnethermic Corporation	Method and apparatus for drying metal chips	4710126	12/1/87
Ajax Tocco Magnethermic Corporation	Method and apparatus for hardening gears and similar workpieces	4855556	8/8/89
Ajax Tocco Magnethermic Corporation	Method and apparatus for heat treating camshafts	4604510	8/5/86
Ajax Tocco Magnethermic Corporation	Method and apparatus for induction heating gears and	4757170	7/12/88

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<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
	similar workpieces		
Ajax Tocco Magnethermic Corporation	Method and apparatus for induction heating of gear teeth	4894501	1/16/90
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	7503376	3/17/09
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	7137436	11/21/06
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	6868896	3/22/05
Ajax Tocco Magnethermic Corporation	Method and apparatus for optimized mixing in a common hearth in plasma furnace	6712875	3/30/04
Ajax Tocco Magnethermic Corporation	Method and apparatus for switching circuit system including a saturable core device with multiple advantages	6021053	2/1/00
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS TO PROVIDE CONTINUOUS MOVEMENT THROUGH A FURNACE	7,507,087	03/24/09
Ajax Tocco Magnethermic Corporation	METHOD AND MEANS FOR IMPROVING MOLTEN METAL FURNACE CHARGING EFFICIENCY	2,079,711 (CANADA)	03/21/00
Ajax Tocco Magnethermic Corporation	Method for hardening gears by induction heating	4675488	6/23/87
Ajax Tocco Magnethermic Corporation	Method for heat treating ferrous parts	4637844	1/20/87
Ajax Tocco Magnethermic Corporation	Method for heat treating using eddy current temperature determination	4675057	6/23/87
Ajax Tocco Magnethermic Corporation	Method for selectively heating a workpiece subjected to low temperature thermomechanical processing	4744836	5/17/88
Ajax Tocco Magnethermic Corporation	Method of making an inductor	5680693	10/28/97
Ajax Tocco Magnethermic Corporation	Method of monitoring induction heating cycle	4897518	1/30/90
Ajax Tocco Magnethermic Corporation	Nozzle assembly for continuous caster	5799720	9/1/98

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Process and apparatus for introducing metal chips into a molten metal bath thereof	4702768	10/27/87
Ajax Tocco Magnethermic Corporation	Segmented compressed induction heating coil assembly	6365884	4/2/02
Ajax Tocco Magnethermic Corporation	Selectively adjustable transverse flux heating apparatus	5403994	4/4/95
Ajax Tocco Magnethermic Corporation	SELECTIVELY SIZABLE CHANNEL COIL	6,107,613	8/22/2000
Ajax Tocco Magnethermic Corporation	SUSPENDED INDUCTION COIL AND METHOD FOR REPLACEMENT OF TURNS COMPRISING SAME	6,911,633	6/28/2005
Ajax Tocco Magnethermic Corporation	Threading and scale removal device	6439883	8/27/02
Ajax Tocco Magnethermic Corporation	Apparatus for magnetic induction edge heaters with frequency modulation	5156683	10/20/92
Ajax Tocco Magnethermic Corporation	Induction heating in a hot reversing mill for isothermally rolling strip product	5710411	1/20/98
Ajax Tocco Magnethermic Corporation	Induction heating of endless belts in a continuous caster	5133402	7/28/92
Ajax Tocco Magnethermic Corporation	Method and apparatus for retaining a valve seat insert	4891259	12/13/88
Ajax Tocco Magnethermic Corporation	Method and means for improving molten metal furnace charging efficiency	5211744	5/18/93
ILS Technology LLC	Method for establishing directed circuits between parties with limited mutual trust	7424236	9/9/08
Park Ohio Industries, Inc.	Method and apparatus for inductively heating valve seat inserts	4438310	3/20/84
Park-Ohio Industries, Inc.	Apparatus and method for inductively hardening small bores	4531036	7/23/85
Park-Ohio Industries, Inc.	Apparatus for inductively heat treating workpiece bore walls	4625090	11/25/86
Park-Ohio Industries, Inc.	Apparatus for quenching heated workpieces	4336924	6/29/82
Park-Ohio Industries, Inc.	Apparatus for simultaneously heating a plurality of elongated workpieces	4482793	11/13/84
Park-Ohio Industries, Inc.	Control device for parallel induction heating coils	4307278	12/22/81
Park-Ohio Industries, Inc.	Feeding mechanism for	4195213	3/25/80

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<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
	induction heating coil		
Park-Ohio Industries, Inc.	Floating valve seat inductor	4266109	5/5/81
Park-Ohio Industries, Inc.	Heating magnetic metal workpieces	4619717	10/28/86
Park-Ohio Industries, Inc.	Heating nonmagnetic metal workpieces	4577081	3/18/86
Park-Ohio Industries, Inc.	Induction heater arrangement for forging bar stock	4317978	3/2/82
Park-Ohio Industries, Inc.	Induction heater arrangement for forging bar stock	4468549	8/28/84
Park-Ohio Industries, Inc.	Induction heating method and apparatus for elongated workpieces	4420667	12/13/83
Park-Ohio Industries, Inc.	Inductor for axially and circumferentially heating a rotating workpiece	4251707	2/17/81
Park-Ohio Industries, Inc.	Inductor for hardening gear teeth	4251705	2/17/81
Park-Ohio Industries, Inc.	Inverter with improved power factor control	4385348	5/24/83
Park-Ohio Industries, Inc.	Method and apparatus for induction heating of an elongated workpiece	4433226	2/21/84
Park-Ohio Industries, Inc.	Method and apparatus for uniform induction heating of an elongated workpiece	4501942	2/26/85
Park-Ohio Industries, Inc.	Method and apparatus uniform induction heating of an elongated workpiece	4418259	11/29/83
Park-Ohio Industries, Inc.	Method for annealing work hardened portions of structural beams	4401486	8/30/83
Park-Ohio Industries, Inc.	Method for inductively heat treating workpiece bore walls	4531987	7/30/85
Park-Ohio Industries, Inc.	Method for inductively heat treating workpiece bore walls	4531987	7/30/85
Park-Ohio Industries, Inc.	Method for inductively heating thin-walled elongated workpieces	4401485	8/30/83
Park-Ohio Industries, Inc.	Method of attaching a strip to a rubber molded part	6238787	5/29/01

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<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Park-Ohio Industries, Inc.	Quenching device for inductively heated workpieces	4191363	3/4/80
Park-Ohio Industries, Inc.	Rotating induction heating apparatus	4538041	8/27/85
Park-Ohio Industries, Inc.	Rotating induction heating apparatus	4538041	8/27/85
Park-Ohio Industries, Inc.	Slot furnace for inductively heating axially spaced areas of a workpiece	4258241	3/24/81
Park-Ohio Industries, Inc.	Solid state frequency converter	4370703	1/25/83
Park-Ohio Industries, Inc.	Sucker rod fitting	4475839	10/9/84
Park-Ohio Industries, Inc.	Table with removable tray and/or insert	D359406	6/20/95
Park-Ohio Industries, Inc.	Transformer core cooling arrangement	4482879	11/13/84
Park-Ohio Industries, Inc.	Unit for induction heating and hardening gear teeth	4251704	2/17/81
Park-Ohio Industries, Inc.	Workpiece rotating and feeding apparatus	4184798	1/22/80
RB&W Corporation	Bearing and method for rotatably supporting a worn shaft	4690574	9/1/87
RB&W Corporation	Fastener mounting apparatus	4785529	11/22/88
RB&W Corporation	Method and apparatus for loading articles	4686815	8/18/87
RB&W Corporation	SELF-PIERCING CLINCH NUT	6,220,804	4/24/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 437,211	2/6/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 440,865	4/24/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 457, 054	5/14/2002
RB&W Corporation	Unitary hub assembly	4878683	11/7/89
RB&W Corporation	WHEEL NUT	5,597,279	1/28/1997
RB&W Corporation	SELF-PIERCING CLINCH NUT	6,409,444	6/25/02
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 448, 659	10/2/2001
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 448,660	10/2/2001
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 454,484	3/19/2002
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 454, 057	3/5/2002
Tocco, Inc.	Inductor and method of making same	4535211	8/13/85

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	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Tocco, Inc.	Method and apparatus for selectively heating a workpiece subjected to low temperature thermomechanical processing	5009395	4/23/91
Tocco, Inc.	Method and apparatus of hardening gears by induction heating	4749834	6/7/88
Tocco, Inc.	Method for heat treating ferrous parts	4715907	12/29/87
Tocco, Inc.	Power inverter using separate starting inverter	4511956	4/16/85
Tocco, Inc.	System for hardening gears by induction heating	4785147	11/15/88
Tocco, Inc.	Valve seat inductor	4745251	5/17/88

### PATENT APPLICATIONS

<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Ajax Tocco Magnethermic Corporation	DIRECT CASTING UTILIZING STACK FILTRATION	07/21/06	PCT/US2006/028308 (WIPO)
Ajax Tocco Magnethermic Corporation	FURNACE ALIGNMENT SYSTEM	05/24/06	11/439,852
Ajax Tocco Magnethermic Corporation	GUIDANCE SYSTEM FOR PUSHER PLATE FOR USE IN PUSHER FURNACES	05/04/06	11/418,580
Ajax Tocco Magnethermic Corporation	HTS SUPERCONDUCTOR WIRE FOR MAKING AN INDUCTOR COIL	8/7/2008	12/187,650
Ajax Tocco Magnethermic Corporation	IMPROVED UNDERCUT CRANKSHAFT HARDENING COIL	6/15/2009	12/484,422
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR MELTING GRANULAR MATERIALS	09/07/06	11/516,837
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR MELTING SEMI-CONDUCTOR MATERIALS	09/07/06	11/516,950
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR THE CONTROLLABLE MELTING OF POWDER/GRANULAR MATERIALS	06/25/08	12/215,165
Ajax Tocco Magnethermic Corporation	LOCALLY AUSTEMPERED DUCTILE IRON	10/02/09	12/572,828

<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS FOR CONTROLLING FURNACE POSITION IN RESPONSE TO THERMAL EXPANSION	06/13/06	11/451,960
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS FOR TRANSPORTING STEEL BILLETS	10/27/2008	12/258,484
Ajax Tocco Magnethermic Corporation	SEMI-LIQUID METAL PROCESSING AND A SENSING DEVICE AND METHOD OF USING SAME	10/10/2008	PCT/US2008/079465 (WIPO)
Ajax Tocco Magnethermic Corporation	SYSTEM AND METHOD FOR CRANKSHAFT HARDENING	11/2/2006	11/555,827
Ajax Tocco Magnethermic Corporation	SYSTEM AND METHOD FOR PRODUCING SHOT FROM MOLTEN MATERIAL	1/16/2008	12/015,207
Ajax Tocco Magnethermic Corporation	Direct casting utilizing stack filtration	2/21/06	11/359,032
ILS Technology LLC	Business-to-business remote network connectivity	11/22/06	11603597
ILS Technology LLC	Model for communication between manufacturing and enterprise levels	6/1/05	11142200
ILS Technology LLC	RFID with two tier connectivity, RFID in the PLC rack, secure RFID tags with RFID multiplexer system	11/15/06	11599771
ILS Technology LLC	Secure computer network arrangement using directed circuits	2/9/05	11054295
Park-Ohio Industries, Inc.	Low abrasive rubber composition and associated method of manufacturing the same	10/7/02	10266791
RB&W Corporation	Clinch Nut	3/21/2007	11/689,067
RB&W Corporation	Nut with Lug Flare	12/22/2009	PCT/US2009/069202 (WIPO)
Snow Dragon, LLC	HIGH CAPACITY SNOW MELTING APPARATUS AND METHOD	8/5/05	11/199,187

## AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT (as it may be amended, supplemented, restated or modified from time to time, the "Security Agreement") is entered into as of March 8, 2010 by and among the parties listed on the signature pages hereto as "Grantors" (each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### PRELIMINARY STATEMENTS

(1) The Administrative Agent has entered into that certain Third Amended and Restated Credit Agreement dated as of even date herewith (as it may be amended, supplemented, restated or modified from time to time, the "Credit Agreement") among Park-Ohio Industries, Inc. (the "Company"), RB&W Corporation of Canada (the "Canadian Borrower" and together with the Company, collectively, the "Borrowers"), the Ex-Im Borrowers party thereto, the other Loan Parties party thereto, the Lenders party thereto, the Administrative Agent and JPMorgan Chase Bank, N.A., Toronto Branch, in its capacity as Canadian Agent, wherein the Lenders have agreed to provide loans (collectively, the "Loans") to the Borrowers in accordance with and subject to the terms and conditions set forth in the Credit Agreement and the other Loan Documents.

(2) The Company and the Administrative Agent (as successor in interest to Bank One, NA) have previously entered into that certain Security Agreement (Borrower) dated as of July 30, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Borrower Security Agreement"), and the other Grantors and the Administrative Agent (as successor in interest to Bank One, NA) have previously entered into that certain Security Agreement (Loan Parties) dated as of July 30, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Loan Parties Security Agreement" and together with the Original Borrower Security Agreement, collectively, the "Original Security Agreements").

(3) It is a condition precedent to the extension and continuation of the Loans by the Lenders to the Borrowers under the Credit Agreement that each of the Original Security Agreements be amended and restated in its entirety and that each Grantor secure the Secured Obligations (which Secured Obligations each such Grantor (other than the Company) has agreed to guarantee pursuant to Article X of the Credit Agreement) pursuant to the terms hereof.

ACCORDINGLY, the Grantors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

## ARTICLE I. DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement and in Sections 1.1 and 1.2 hereof, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Cash Management Account" shall have the meaning set forth in Section 7.1.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance reasonably satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Report" means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Administrative Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

"Commercial Tort Claims" means those certain currently existing Commercial Tort Claims (as defined in the UCC) of the Grantors described on Exhibit I hereto, specifically describing the claims (i.e. parties, description of the dispute, case number – if available) and any future Commercial Tort Claims.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works

protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Event of Default" means an event described in Section 5.1.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Intellectual Property" means all rights, title and interests in or relating to intellectual property and industrial property arising under any applicable law and all rights and interest relating thereto, including all Copyrights, Patents, Trademarks and Intellectual Property Licenses.

"Intellectual Property License" means all contractual obligations (and all related rights), whether written or oral, granting any right title and interest in or relating to any Intellectual Property.

"Intracreditor Agreement" shall have the meaning set forth in Section 8.24.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Inventory In Transit" shall have the meaning set forth in Section 4.16.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Locked Boxes" shall have the meaning set forth in Section 7.1.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Remittances" shall have the meaning set forth in Section 7.1.

"Required Secured Parties" means (a) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (b) after an acceleration of the Obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least 66⅔% of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the Obligations thereunder have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least 66⅔% of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Lenders under Swap Agreements, as determined by the Administrative Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" shall have the meaning set forth in Article 8 of the UCC.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof (excluding applications for registration of intent to use trademarks), and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Ohio or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent's or any Lender's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## **ARTICLE II. GRANT OF SECURITY INTEREST**

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;

- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES**

Each Grantor represents and warrants to the Administrative Agent and the Lenders that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been filed in the appropriate offices against such Grantor in the locations listed on Exhibit G, the Administrative Agent will have a fully perfected first priority security interest in that portion of the Collateral of such Grantor in which a security



interest may be perfected by filing, subject only to the terms of the Intracreditor Agreement and Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its principal place of business or its chief executive office (if different than its principal place of business), is disclosed in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are maintained at JPMorgan Chase Bank, N.A..

3.6. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Such Grantor 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 been a party to any acquisition other than as set forth on Exhibit A.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit B lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit B (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. Upon such delivery and with the appropriate legends, the Administrative Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit B, subject only to the terms of the Intracreditor Agreement and Liens permitted under Section 4.1(e).

3.8. Accounts and Chattel Paper.

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of such Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all material respects what they purport to be.

(b) With respect to its Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts or Eligible Export-Related Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) there are no material setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any material extension of time for the payment thereof, any compromise or settlement for materially less than the full amount thereof, any release of any Account Debtor from material liability therefor, or any material deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment; (iv) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce materially the amount payable thereunder; (v) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any material adverse change in such Account Debtor's financial condition; and (vi) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all of its Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; (ii) except as permitted under the Credit Agreement, no payments have been or shall be made thereon except payments immediately delivered to a Locked Box or the Cash Management Account as required pursuant to Section 7.1; and (iii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9. Inventory. Except as disclosed on the most recent Collateral Report, (a) all Inventory (other than Inventory In Transit) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory In Transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g) without the Administrative Agent's prior consent, and if the Administrative Agent gives such consent, such Grantor will concurrently therewith obtain, to the extent required hereunder, a Collateral Access Agreement for each such location (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and Lenders, and except for Permitted Encumbrances, (d) such Inventory is Eligible Inventory or Eligible Export-Related Inventory of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder and (g) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any

Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Exhibit C sets forth a correct and complete list of all registered Intellectual Property of each Grantor. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit G and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Administrative Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor; and all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of such Grantor's Equipment is covered by any certificate of title, except for the vehicles described in Exhibit D and except that such Grantor is not obligated to list motor vehicles on such Exhibit until the occurrence of an Event of Default. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Exhibit D and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit C. The legal description, county and street address of each property on which any Fixtures having a book value in excess of \$500,000 are located is set forth in Exhibit E together with the name and address of the record owner of each such property as shown on such Grantor's records.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Pledged Collateral.

(a) Exhibit F sets forth a complete and accurate list of all Pledged Collateral. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit F as being owned by it, free and clear of any Liens, except for Liens permitted by Section 4.1(e) hereof. Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a

securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and, to such Grantor's knowledge, such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit F, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

#### **ARTICLE IV. COVENANTS**

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

##### **4.1. General.**

(a) Collateral Records. Such Grantor will maintain books and records with respect to the Collateral owned by it that are complete and correct in all material respects.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent consistent with the terms of this Agreement and the Credit Agreement in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any

UCC jurisdiction and may (i) indicate such Grantor's Collateral (A) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (B) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent reasonably requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to the Credit Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, (ii) Permitted Encumbrances and (iii) other Liens permitted by Section 6.02 of the Credit Agreement.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral (other than Inventory In Transit) owned by it at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent as required by the Credit Agreement; provided, that no such consent shall be required if Grantor concurrently therewith delivers a Collateral Access Agreement

with respect to such location to the Administrative Agent, or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply in all material respects with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

#### 4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in the Credit Agreement or this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it.

(c) Delivery of Invoices. Such Grantor will deliver to the Administrative Agent immediately upon its reasonable request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. After the occurrence and during the continuance of an Event of Default, (i) any material discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) if, to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

#### 4.3. Inventory and Equipment.

(a) Maintenance of Goods. To the extent required by the Credit Agreement, such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition.

(b) Inventory Count. Such Grantor will conduct a physical count of its Inventory as often as required in its sole discretion for the conduct of its business, and after and during the continuation of an Event of Default, at such other times as the Administrative Agent reasonably requests.

(c) Equipment. Such Grantor shall promptly after the occurrence and during the continuance of an Event of Default, inform the Administrative Agent of any material additions to or deletions from its Equipment. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien, except as may be permitted under the Credit Agreement. Such Grantor will not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of such Grantor's Equipment constituting Collateral.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit H hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, but subject to the terms of the Credit Agreement, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the

Administrative Agent, in form and substance satisfactory to the Administrative Agent, giving the Administrative Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not, unless permitted pursuant to the terms of the Credit Agreement, (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not, unless permitted pursuant to the terms of the Credit Agreement, permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence and during the continuance of an Event of Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect



of, or in exchange for, any Pledged Collateral (collectively referred to as the "Excluded Payments"); *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

#### 4.7. Intellectual Property.

(a) After the occurrence and during the continuance of an Event of Default, such Grantor will use its best efforts to secure, after the Agent's request therefore, all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) that is material to such Grantor's business may become abandoned or dedicated, or of any material adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, such Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) To the extent necessary for the continued conduct of the Grantor's business, such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as such Grantor shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. Such Grantor shall promptly notify the Administrative Agent of any Commercial Tort Claim acquired by it and, unless the Administrative Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit H hereto, granting to Administrative Agent a first priority security interest in such commercial tort claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) if required under the Credit Agreement, agree to direct all payments thereunder to the Cash Management Account for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance.

(a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall be in an amount equal to the lesser of the total Commitment or the total replacement cost value of the improvements.

(b) All insurance policies required hereunder and under Section 5.09 of the Credit Agreement shall name the Administrative Agent (for the benefit of the

Administrative Agent and the Lenders) as an additional insured or as loss payee, as applicable, and shall contain loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty days prior written notice given to the Administrative Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Administrative Agent. If such Grantor fails to obtain any insurance as required by this Section, the Administrative Agent may obtain such insurance at the Company's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor.

4.13. Collateral Access Agreements. Such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. After the Closing Date, no real property or warehouse space shall be leased by such Grantor and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date without the prior consent of the Administrative Agent (which consent, in the Administrative Agent's discretion, may be conditioned upon the establishment of a reserve equal to 3 months rent at that location) or, unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location. Such Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14. Deposit Accounts. Such Grantor will maintain the Administrative Agent as its only depository bank, including for the maintenance of operating, administrative, cash management, collection activity, and other deposit accounts for the conduct of its businesses. Such Grantor and shall continue to maintain the Locked Boxes and, unless otherwise directed by the Administrative Agent, the Company shall continue to maintain the Cash Management Account during the term of this Agreement.

4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if

any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least thirty days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on December 31.

4.16. Negotiable Documents; Bills of Lading. All Documents issued with respect to any Collateral (other than goods and inventory from overseas vendors which are subject to Collateral Access Agreements from the applicable customs broker (collectively, the "Inventory In Transit")) shall be non-negotiable Documents and no Grantor will permit any Person to issue a negotiable Document with respect to any Collateral other than Inventory in Transit, provided in the event any negotiable Document is inadvertently issued with respect to such Collateral, such Grantor shall comply with the terms and conditions of the immediately following sentence within fifteen (15) days after such Document is issued. In the event that any negotiable Document is issued with respect to any Collateral other than In-Transit Collateral, such Grantor shall promptly deliver all copies of such negotiable Document to the Administrative Agent or to such Persons as the Administrative Agent may designate to act as an agent or bailee of the Administrative Agent for the purposes of perfection of the Administrative Agent's security interest in such negotiable Document and the Inventory covered thereby. Each Grantor shall cause all bills of lading to be issued naming such Grantor or an agent of such Grantor approved by the Administrative Agent (but in no case the seller or vendor of the Goods or Inventory that are the subject bill of lading) as the "shipper" under such bill of lading. At the Administrative Agent's reasonable request, each Grantor shall cooperate with the Administrative Agent in giving notice of the Administrative Agent's security interest in the Collateral to all parties involved in the shipment or transportation of Collateral other than Inventory in Transit to such Grantor, including, without limitation, all sellers, vendors, shippers, expeditors, transporters, customs agents or other agents of such Grantor. Notwithstanding the foregoing or anything to the contrary in this Agreement or any Loan Document, upon the Administrative Agent's request during the continuance of any Event of Default, each Grantor shall cause all Documents to be issued to the Administrative Agent as consignee instead of such Grantor, provided, that such issuance shall in no event obligate the Administrative Agent to pay any expenses of the Grantor with respect to such shipment or bill of lading. In the event that the Administrative Agent shall pay, on behalf of the Grantor, any expenses related to any Collateral other than Inventory in Transit that is the subject of any Document (including, without limitation, any shipping costs, customs duties or other fees), such Grantor shall promptly reimburse the Administrative Agent for payment of such expenses.

**ARTICLE V.**  
**EVENTS OF DEFAULT AND REMEDIES**

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The failure of a Grantor to comply with any covenant hereunder requiring the payment of money to the Administrative Agent or the Lenders.

(c) The breach by any Grantor of any of the terms or provisions of this Security Agreement not requiring the payment of money to the Administrative Agent or the Lenders which is not remedied within thirty days after such breach.

(d) Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by the Credit Agreement or shall be lost, stolen, damaged or destroyed and such Collateral is not adequately covered by insurance.

(e) The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.

(f) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction with respect to the Cash Management Account or any other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Lenders, shall comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the

Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Lenders shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence and during the continuance of a Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Administrative Agent may request, all in form and substance satisfactory to the Administrative Agent, and furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify; and

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any rights with respect to Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

## **ARTICLE VI.**

### **ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY**

6.1. Account Verification. The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.



(a) Subject to the terms of the Credit Agreement, each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations pursuant to Section 2.11 of the Credit Agreement and Section 7.2 hereof, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason and (viii) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables; and after the occurrence and during the continuance of an Event of Default, (i) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ii) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (iii) to settle, adjust, compromise, extend or renew the Receivables, (iv) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (v) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (vi) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (vii) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (viii) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any reasonable out-of-pocket expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Lenders, under this Section 6.2 are solely to protect the Administrative Agent's

interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers.

6.3. Proxy. SUBJECT TO THE TERMS OF THE CREDIT AGREEMENT, (A) EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT OF SUCH GRANTOR WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS SECURITY AGREEMENT, THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO, AND (B) THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.15. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE AND CONTINUANCE OF A DEFAULT. NOTWITHSTANDING THE FOREGOING, NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY DUTY TO EXERCISE ANY SUCH RIGHT OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO.

## **ARTICLE VII.**

### **COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS**

7.1. Collection of Receivables. On or before the Closing Date, each Grantor shall have obtained, and shall continue to maintain during the term of this Agreement, a post office box at Chase subject to the control of the Administrative Agent (the "Locked Boxes"). Each Grantor shall notify all of its customers and Account Debtors to forward all remittances of every kind due to such Grantor ("Remittances") to its Locked Box (such notices to be in such form and substance as the Administrative Agent may require from time to time). Promptly upon receipt thereof, each Grantor shall deposit all other proceeds of Accounts and other Collateral into the appropriate Locked Boxes (or into the Cash Management Account). The Administrative Agent, within 60 days of the Closing Date, shall have sole access to the Locked Boxes at all times, and each Grantor shall take all action necessary to grant the Administrative Agent such sole access. At no time shall such Grantor remove any item from the Locked Boxes without the prior written consent of the Administrative Agent, and such

Grantor shall notify each customer or Account Debtor not to pay any Remittance to any other place or address without the prior written consent of the Administrative Agent. If any Grantor should neglect or refuse to notify any customer or Account Debtor to pay any Remittance to its Locked Box after notice from the Administrative Agent, the Administrative Agent shall be entitled to make such notification. Each Grantor hereby grants to Administrative Agent an irrevocable power of attorney, coupled with an interest, to take in such Grantor's name all action necessary (a) to grant the Administrative Agent sole access to its Locked Box, (b) during the continuance of a Default, to contact Account Debtors to pay any Remittance to such Locked Box in the event that any such Account Debtor is not paying any such Remittance to such Locked Box, (c) during the continuance of a Default, to contact Account Debtors for any reason and (d) to endorse each Remittance delivered to its Locked Box for deposit to the Cash Management Account. On or before the Closing Date, the Company shall have established and, unless otherwise directed by Administrative Agent, shall maintain a cash management account with the Administrative Agent (the "Cash Management Account"). On or before the Closing Date, the Company shall have entered into an agreement with the Administrative Agent, relating to the Cash Management Account, in form and substance reasonably satisfactory to Administrative Agent.

7.2. Application of Proceeds. At all times that Aggregate Availability is greater than or equal to \$30,000,000, and no Event of Default exists, all funds in the Cash Management Account at the end of each day shall be automatically swept to the operating account of the Company. At all times that Aggregate Availability is less than \$30,000,000, or an Event of Default exists, full cash dominion will be in effect and all funds in the Cash Management Account shall be automatically applied to the Obligations as set forth in Section 2.10(g) of the Credit Agreement.

## **ARTICLE VIII GENERAL PROVISIONS**

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to a Grantor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the

power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Lenders' Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the

foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may, upon notice to the applicable Grantor, perform or pay any obligation which such Grantor has agreed to perform or pay in this Security Agreement and such Grantors shall reimburse the Administrative Agent for any reasonable out-of-pocket expenses paid by the Administrative Agent pursuant to this Section 8.4. Such Grantor's obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. **[Intentionally Omitted.]**

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of an Event of Default, subject to the rights of the owners, lessors, and occupants of such premises, the Administrative Agent shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Grantor for such use and occupancy.

8.7. Dispositions Not Authorized. Each Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in the Credit Agreement and notwithstanding any course of dealing between such Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in the Credit Agreement) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

8.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.11. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest

herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, hereunder.

8.12. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.13. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, jointly and severally, together with interest and penalties, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses (including reasonable attorneys', auditors' and accountants' fees) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral) as provided in the Credit Agreement.

8.14. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.15. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, either (x) a cash deposit has been delivered to the Administrative Agent in accordance with Section 2.06(j) of the Credit Agreement or (y) a standby letter of credit, in form and substance satisfactory to the Administrative Agent, issued by an issuer satisfactory to the Administrative Agent, in an amount in immediately available funds equal to 105% of the of the Domestic LC Exposure as of such date *plus* accrued and unpaid interest thereon, has been delivered to the Administrative Agent) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.16. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.17. **CHOICE OF LAW.** **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL**

**LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OHIO, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. CONSENT TO JURISDICTION. Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any United States Federal or Ohio State court sitting in Cleveland, Ohio in any action or proceeding arising out of or relating to this Security Agreement or any other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Ohio State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Security Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST ADMINISTRATIVE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN CLEVELAND, OHIO.

8.19. WAIVER OF JURY TRIAL. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 8.18. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

8.20. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or any Grantor, and any claim for Patent,



Trademark or Copyright infringement), except for the gross negligence or willful misconduct of the Administrative Agent.

8.21. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

8.22. Section Titles. The Section titles contained in this Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of the agreement between the parties hereto.

8.23. Designated Senior Indebtedness. Each Grantor hereby acknowledges that all Indebtedness now or hereafter incurred or otherwise outstanding under the Credit Agreement or any other Loan Document is "Designated Senior Indebtedness" as set forth and defined in the Indenture.

8.24. Intracreditor Agreement. Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations described in this Security Agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder of such obligations are subject to the provisions of the Intracreditor Subordination and Confirmation dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Intracreditor Agreement"), by and among JPMorgan Chase, N.A., as Credit Agreement Agent, JPMorgan Chase, N.A., as Lender, Borrowers and the affiliates of the Borrowers party thereto. In the event of any conflict between the terms of the Intracreditor Agreement and this Agreement, the terms of the Intracreditor Agreement shall govern and control.

## **ARTICLE IX NOTICES**

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent and deemed received in the manner and to the addresses set forth in the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

## **ARTICLE X THE ADMINISTRATIVE AGENT**

JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of

authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantors and the Agent have executed this Security Agreement as of the date first above written.

**GRANTORS:**

AJAX TOCCO MAGNETHERMIC  
CORPORATION  
ATBD, INC.  
BLUE FALCON TRAVEL, INC.  
COLUMBIA NUT & BOLT LLC  
CONTROL TRANSFORMER, INC.  
FECO, INC.  
FORGING PARTS & MACHINING  
COMPANY  
GATEWAY INDUSTRIAL SUPPLY LLC  
GENERAL ALUMINUM MFG.  
COMPANY  
ILS TECHNOLOGY LLC  
INDUCTION MANAGEMENT SERVICES,  
LLC  
INTEGRATED HOLDING COMPANY  
INTEGRATED LOGISTICS HOLDING  
COMPANY  
INTEGRATED LOGISTICS SOLUTIONS,  
INC.  
LALLEGRO, INC.  
LEWIS & PARK SCREW & BOLT  
COMPANY  
PARK-OHIO FORGED & MACHINED  
PRODUCTS LLC  
PARK-OHIO INDUSTRIES, INC.  
PARK-OHIO PRODUCTS, INC.  
PHARMACEUTICAL LOGISTICS, INC.  
PHARMACY WHOLESALE LOGISTICS,  
INC.  
P-O REALTY LLC  
PRECISION MACHINING CONNECTION  
LLC  
RB&W MANUFACTURING LLC  
RED BIRD, INC.  
SNOW DRAGON LLC  
SOUTHWEST STEEL PROCESSING LLC  
ST HOLDING CORP.  
STMX, INC.  
SUMMERSPACE, INC.  
SUPPLY TECHNOLOGIES LLC  
SUPPLY TECHNOLOGIES (NY), INC.

THE AJAX MANUFACTURING  
COMPANY  
THE CLANCY BING COMPANY  
TOCCO, INC.  
WB&R ACQUISITION COMPANY, INC.

By: Robert D Vilsack  
Name: Robert D. Vilsack  
Title: Secretary

POVI L.L.C.

By: Integrated Logistics Holding Company  
Its: Member

By: Robert D Vilsack  
Name: Robert D. Vilsack  
Title: Secretary

RB&W Ltd.

By: RB&W Manufacturing LLC  
Its: Sole Member

By: Robert D Vilsack  
Name: Robert D. Vilsack  
Title: Secretary

TW Manufacturing Co.

By: Robert D Vilsack

**AGENT:**

**JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent**

By: \_\_\_\_\_

**Name: David J. Waugh**

**Title: Vice President**

**EXHIBIT A**

(See Sections 3.2, 3.3, 3.4, 3.9 and 9.1 of Security Agreement)

**NOTICE ADDRESS FOR ALL GRANTORS**

6065 Parkland Blvd.  
Cleveland, OH 44124  
c/o Park-Ohio Industries, Inc.  
Attention: Robert D. Vilsack  
Facsimile: 440.947.2209

INFORMATION AND COLLATERAL LOCATIONS OF  
AJAX TOCCO MAGNETHERMIC CORPORATION

- I. **Name of Grantor:** Ajax Tocco Magnethermic Corporation
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1341803
- V. **Federal Identification Number:** 74-3062212
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**

1745 Overland Avenue NE, Warren, OH 44483

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor:

1506 Industrial Blvd, Boaz, AL  
1745 Overland Avenue, N.E., Warren, OH  
Vacant Land, Lakeland Blvd, Wickliffe, OH  
3671 Warren-Meadville Road, Cortland, OH

(b) Properties Leased by the Grantor:

333 Station Street-P.O. Box 779, Ajax, ONT  
30100 Stephenson Highway, Madison Hts., MI  
8984 Meridian Circle, NW, No. Canton, OH  
13295 Illinois St., Suite 140, Carmel, IN  
5807 West Marshall Avenue, Longview, TX

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**

dba PMC

**IX. Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:**

None.



INFORMATION AND COLLATERAL LOCATIONS OF  
ATBD, INC.

- I. **Name of Grantor:** ATBD, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
640693
- V. **Federal Identification Number:** 34-1447432
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
BLUE FALCON TRAVEL, INC.

- I. **Name of Grantor:** Blue Falcon Travel, Inc.
- II. **State of Incorporation or Organization:** Alabama
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
175-063
- V. **Federal Identification Number:** 63-1154367
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
COLUMBIA NUT & BOLT LLC

- I. **Name of Grantor:** Columbia Nut & Bolt LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1488974
- V. **Federal Identification Number:** 11-3727316
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
50 Graphic Place, Moonachie, NJ 07074-1106
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
50 Graphic Place, Moonachie, NJ
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
CONTROL TRANSFORMER, INC.

- I. **Name of Grantor:** Control Transformer, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
895031
- V. **Federal Identification Number:** 34-1834375
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
3701 Warren Meadville, Cortland, OH 44410
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
3701 Warren Meadville Road, Cortland, OH
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
FECO, INC.

- I. **Name of Grantor:** Feco, Inc.
- II. **State of Incorporation or Organization:** Illinois
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
5623 1099
- V. **Federal Identification Number:** 36-3738441
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
FORGING PARTS & MACHINING COMPANY

- I. **Name of Grantor:** Forging Parts & Machining Company
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
995566
- V. **Federal Identification Number:** 34-1853655
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
GATEWAY INDUSTRIAL SUPPLY LLC

- I. **Name of Grantor:** Gateway Industrial Supply LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1326732
- V. **Federal Identification Number:** 34-1862827
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
GENERAL ALUMINUM MFG. COMPANY

- I.     **Name of Grantor:** General Aluminum Mfg. Company
- II.    **State of Incorporation or Organization:** Ohio
- III.   **Type of Entity:** Corporation
- IV.    **Organizational Number assigned by State of Incorporation or Organization:**  
187998
- V.     **Federal Identification Number:** 34-0641582
- VI.    **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one  
place of business) **and Mailing Address:**

6065 Parkland Blvd., Cleveland, OH 44124

VII.   **Locations of Collateral:**

(a)    Properties Owned by the Grantor:

1370 Chamberlain Blvd. – G3, Conneaut, OH  
303 East Swagger Drive, Fremont, IN  
13663 Short Road, Wapakoneta, OH  
1561 Northwest 11<sup>th</sup> Street, Richmond, IN  
5159 State Route 44 (Rootstown), Ravenna, OH  
706 N. Walnut Street, Ravenna, OH  
1042 Chamberlain Blvd., Conneaut, OH

(b)    Properties Leased by the Grantor:

500 Madison Avenue – G1, Conneaut, OH  
1043-A Chamberlain Blvd. – G2, Conneaut, OH  
1043-B Chamberlain Blvd. – G4, Conneaut, OH  
1345 Henry Street, Huntington, IN  
1300 Salamonie Avenue, Huntington, IN  
30000 Stephenson Highway, Madison Hts., MI  
560 Solon Road, Bedford Hts., OH  
1 W. Interstate Street, Bedford, OH

(c)    Public Warehouses or other Locations pursuant to Bailment or Consignment  
Arrangements (include name of Warehouse Operator or other Bailee or Consignee):



None.

**VIII. Corporate or fictitious names used by Grantor in the last 5 years: None.**

**IX. Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years: None.**

INFORMATION AND COLLATERAL LOCATIONS OF  
ILS TECHNOLOGY LLC

- I. **Name of Grantor:** ILS Technology LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1280248
- V. **Federal Identification Number:** 34-1973058
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
5300 Broken Sound Blvd., Suite #150, Boca Raton, FL 33487
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
5300 Broken Sound Blvd., Suite #150, Boca Raton, FL
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
INDUCTION MANAGEMENT SERVICES, LLC

- I. **Name of Grantor:** Induction Management Services, LLC
- II. **State of Incorporation or Organization:** Michigan
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
B7167R
- V. **Federal Identification Number:** 35-2304890
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
INTEGRATED HOLDING COMPANY

- I. **Name of Grantor:** Integrated Holding Company
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1027261
- V. **Federal Identification Number:** 34-1880647
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
INTEGRATED LOGISTICS HOLDING COMPANY

- I. **Name of Grantor:** Integrated Logistics Holding Company
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:** CP 11694
- V. **Federal Identification Number:** 34-1862827
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**
- 6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:
- None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
- None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
INTEGRATED LOGISTICS SOLUTIONS, INC.

- I. **Name of Grantor:** Integrated Logistics Solutions, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
926429
- V. **Federal Identification Number:** 34-1820111
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
LALLEGRO, INC.

- I. **Name of Grantor:** Lallegro, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
960245513-2663473
- V. **Federal Identification Number:** 52-1998034
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
LEWIS & PARK SCREW & BOLT COMPANY

- I. **Name of Grantor:** Lewis & Park Screw & Bolt Company
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1032526
- V. **Federal Identification Number:** 34-1875683
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.



INFORMATION AND COLLATERAL LOCATIONS OF  
PARK-OHIO FORGED & MACHINED PRODUCTS LLC

- I. **Name of Grantor:** Park-Ohio Forged & Machined Products LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1039329
- V. **Federal Identification Number:** 34-6520107
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
3800 Harvard Avenue, Cleveland, OH 44105
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None.
  - (b) Properties Leased by the Grantor:  
  
5301 W. Roosevelt Road, Cicero, IL
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
dba Kropp Forge Division
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
PARK-OHIO INDUSTRIES, INC.

- I. **Name of Grantor:** Park-Ohio Industries, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
644544
- V. **Federal Identification Number:** 34-6520107
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
730-777 East 79<sup>th</sup> Street, Cleveland, OH  
3800 Harvard Avenue, Newburgh Heights, OH
- (b) Properties Leased by the Grantor:  
  
6065 Parkland Blvd., Mayfield Heights, OH
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
PARK-OHIO PRODUCTS, INC.

- I.     **Name of Grantor:** Park-Ohio Products, Inc.
- II.    **State of Incorporation or Organization:** Ohio
- III.   **Type of Entity:** Corporation
- IV.    **Organizational Number assigned by State of Incorporation or Organization:**  
900555
- V.     **Federal Identification Number:** 34-1799215
- VI.    **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
7000 Denison Avenue, Cleveland, OH 44102
- VII.   **Locations of Collateral:**
- (a)   Properties Owned by the Grantor: None.
- (b)   Properties Leased by the Grantor:  
  
            7000 Denison Avenue, Cleveland, OH
- (c)   Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII.   **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX.    **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
PHARMACEUTICAL LOGISTICS, INC.

- I. **Name of Grantor:** Pharmaceutical Logistics, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1021119
- V. **Federal Identification Number:** 34-1878255
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
PHARMACY WHOLESALE LOGISTICS, INC.

- I. **Name of Grantor:** Pharmacy Wholesale Logistics, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
881226
- V. **Federal Identification Number:** 34-1782668
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
15625 Saranac Avenue, Cleveland, OH
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
P-O REALTY LLC

- I. **Name of Grantor:** P-O Realty LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1252598
- V. **Federal Identification Number:** 34-6520107
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
POVI L.L.C.

- I. **Name of Grantor:** POVI L.L.C.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1143459
- V. **Federal Identification Number:** 34-1921968
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
PRECISION MACHINING CONNECTION LLC

- I. **Name of Grantor:** Precision Machining Connection LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1061271
- V. **Federal Identification Number:** 34-1447432
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
29100 Lakeland Boulevard, Wickliffe, Ohio
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.



INFORMATION AND COLLATERAL LOCATIONS OF  
RB&W LTD.

- I. **Name of Grantor:** RB&W Ltd.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:** LL 3458
- V. **Federal Identification Number:** 34-1862827
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None.
  - (b) Properties Leased by the Grantor:  
  
None.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
RB&W MANUFACTURING LLC

- I. **Name of Grantor:** RB&W Manufacturing LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1048661
- V. **Federal Identification Number:** 34-1862827
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
10080 Wellman Rd., Streetsboro, OH 44241
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
700 London Road, Delaware, OH
- (b) Properties Leased by the Grantor:  
  
10080 Wellman Road, Streetsboro, OH  
400 Commerce Blvd., Lawrence, PA
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
dba Delo  
dba Sabina
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
RED BIRD, INC.

- I. **Name of Grantor:** Red Bird, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
887853
- V. **Federal Identification Number:** 34-1797914
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None.
  - (b) Properties Leased by the Grantor: None.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
SNOW DRAGON LLC

- I. **Name of Grantor:** Snow Dragon LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1539412
- V. **Federal Identification Number:** 03-0562114
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
29100 Lakeland Blvd., Wickliffe, OH 44092
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None.
  - (b) Properties Leased by the Grantor: None.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
SOUTHWEST STEEL PROCESSING LLC

- I. **Name of Grantor:** Southwest Steel Processing LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1251779
- V. **Federal Identification Number:** 34-1972879
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
4900 Lighthouse Drive, Newport, AK 72112
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
2801 Van Dyke Road, Newport, AR  
4900 Lighthouse Drive, Newport, AR
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
ST HOLDING CORP.

- I. **Name of Grantor:** ST Holding Corp.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1738613
- V. **Federal Identification Number:** 30-0459958
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
STMX, INC.

- I. **Name of Grantor:** STMX, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1738614
- V. **Federal Identification Number:** 80-0143262
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
SUMMERSPACE, INC.

- I. **Name of Grantor:** Summerspace, Inc.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
920430
- V. **Federal Identification Number:** 34-1820113
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
  - (a) Properties Owned by the Grantor: None.
  - (b) Properties Leased by the Grantor:  
  
None.
  - (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.



INFORMATION AND COLLATERAL LOCATIONS OF  
SUPPLY TECHNOLOGIES (NY), INC.

- I. **Name of Grantor:** Supply Technologies (NY), Inc.
- II. **State of Incorporation or Organization:** New York
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
90490
- V. **Federal Identification Number:** 13-5617275
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor: None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
fka Nabs, Inc. (to 10/22/07);  
fka North American Bolt & Screw Co., Inc. (to 01/08/07)
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
SUPPLY TECHNOLOGIES LLC

- I. **Name of Grantor:** Supply Technologies LLC
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** LLC
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1048662
- V. **Federal Identification Number:** 34-1862827
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**

6065 Parkland Blvd., Cleveland, OH 44124

VII. **Locations of Collateral:**

(a) Properties Owned by the Grantor: None.

(b) Properties Leased by the Grantor:

400 Commerce Blvd., Lawrence, PA  
3717 East Broadway Road, Suite 5, Phoenix, AZ  
700 Aberdeen Loop, Suite D, Lynn Haven, FL  
5440 Keystone Drive, Ft. Wayne, IN  
6900 Executive Drive, Suite 190, Kansas City, MO  
1327 S. Woodbranch Drive, Charlotte, NC  
7732 S. 133<sup>rd</sup> Street, Suites 106-109, Omaha, NE  
797 Allen Street, Ext., Jamestown, NY  
20 Vantage Point Drive #1, Rochester, NY  
590 Claycraft Road, Columbus, OH  
6675 Homestretch Drive, Dayton, OH  
5370 Naiman Parkway, Solon, OH  
1307 West Valley Hwy., Suite 105, Auburn, WA  
4001 Pepperelle Way, Dublin, VA  
11401 East 27<sup>th</sup> St., N., Tulsa, OK  
25 Devon Road, Brampton, ONT  
7520 Morris Court, Suite 110, Allentown, PA  
2651 W. 16<sup>th</sup> Street, Erie, PA

1204 Main Street, Britton, SD  
4905 Southridge Blvd., Suite 4-10, Memphis, TN  
800 Interchange Blvd., Suite 101, Austin, TX  
28 Walter Jones Blvd., Suite B, El Paso, TX  
2700 112<sup>th</sup> Street, #200, Grand Prairie, TX  
10645 Freeport Drive, Louisville, KY  
4837 Azalia Avenue North, Minneapolis, MN  
1560 Frontenac, Naperville, IL  
1260 Heil Quaker Blvd., Lavergne, TN  
225 Horizon Drive, Suite A, Suwanee, GA  
30000 Stephenson Highway, Madison Hts., MI  
22 IBM Road, Poughkeepsie, NY  
International Distribution Center, Building 13, 165 Street Km 1.4  
Pueblo Viejo, Guaynabo, PR 00970

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

**VIII. Corporate or fictitious names used by Grantor in the last 5 years:**

fka Integrated Logistics Solutions LLC (to 10/17/07)

**IX. Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years: None.**

INFORMATION AND COLLATERAL LOCATIONS OF  
THE AJAX MANUFACTURING COMPANY

- I.     **Name of Grantor:** The Ajax Manufacturing Company
- II.    **State of Incorporation or Organization:** Ohio
- III.   **Type of Entity:** Corporation
- IV.    **Organizational Number assigned by State of Incorporation or Organization:**  
913897
- V.     **Federal Identification Number:** 34-1808659
- VI.    **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
29100 Lakeland Blvd., Wickliffe, OH 44092
- VII.   **Locations of Collateral:**
- (a)    Properties Owned by the Grantor:  
  
None.
- (b)    Properties Leased by the Grantor:  
  
1441 Chardon Road, Cleveland, OH
- (c)    Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII.   **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX.    **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
THE CLANCY BING COMPANY

- I. **Name of Grantor:** The Clancy Bing Company
- II. **State of Incorporation or Organization:** Pennsylvania
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1624846
- V. **Federal Identification Number:** 25-1645335
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:** None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
TOCCO, INC.

- I. **Name of Grantor:** Tocco, Inc.
- II. **State of Incorporation or Organization:** Alabama
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
036-372
- V. **Federal Identification Number:** 63-0677577
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
TW MANUFACTURING CO.

- I. **Name of Grantor:** TW Manufacturing Co.
- II. **State of Incorporation or Organization:** Ohio
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
1769085
- V. **Federal Identification Number:** 80-0167669
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:  
  
None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
dba Production Pattern Company
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.

INFORMATION AND COLLATERAL LOCATIONS OF  
WB&R ACQUISITION COMPANY, INC.

- I. **Name of Grantor:** WB&R Acquisition Company, Inc.
- II. **State of Incorporation or Organization:** Pennsylvania
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**  
2670694
- V. **Federal Identification Number:** 25-1781418
- VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address:**  
  
6065 Parkland Blvd., Cleveland, OH 44124
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor: None.
- (b) Properties Leased by the Grantor:  
  
None.
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):  
  
None.
- VIII. **Corporate or fictitious names used by Grantor in the last 5 years:**  
  
None.
- IX. **Mergers, consolidations or acquisitions to which Grantor has been a party in the last 5 years:** None.



**EXHIBIT B**  
(See Section 3.7 of Security Agreement)

**LETTER OF CREDIT RIGHTS**

None.

**CHATTEL PAPER**

None.

**EXHIBIT C**  
(See Section 3.10 and 3.11 of Security Agreement)

**INTELLECTUAL PROPERTY RIGHTS<sup>1</sup>**

**PATENTS**

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Casting furnace	6981541	1/3/06
Ajax Tocco Magnethermic Corporation	Casting furnace	6827125	12/7/04
Ajax Tocco Magnethermic Corporation	Adjustable feed chute and associated method of feeding and melting	7637307	12/29/09
Ajax Tocco Magnethermic Corporation	Apparatus for inductively hardening the interior surface of objects	4628167	12/9/86
Ajax Tocco Magnethermic Corporation	Apparatus for overheating edges of skelp for the production of compression welded pipe	4694134	9/15/87
Ajax Tocco Magnethermic Corporation	Apparatus for the continuous induction heating of metallic strip	4751360	6/14/88
Ajax Tocco Magnethermic Corporation	Coil position adjustment system in induction heating assembly for metal strip	5739506	4/14/98
Ajax Tocco Magnethermic Corporation	Composite insulating clamp assembly for induction furnace	6434182	8/13/02
Ajax Tocco Magnethermic Corporation	Control circuit for switching power to an induction furnace	4811356	3/7/89
Ajax Tocco Magnethermic Corporation	Coreless furnace coil clamp	7606286	10/20/09
Ajax Tocco Magnethermic Corporation	Electric induction heat treating furnace	4761530	8/2/88
Ajax Tocco Magnethermic Corporation	ELECTRIC TREATMENT METHOD FOR IMPREGNATING, COMPACTING AND ELECTRICALLY INSULATING BODIES	10345265 (GERMANY)	7/13/2006
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6965098	11/15/05
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6815650	11/9/04
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	6965098	11/15/05
Ajax Tocco Magnethermic Corporation	Energization cycle counter for induction heating tool	7041946	5/9/06

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Induction coil having internal and external faradic rings	7466740	12/16/08
Ajax Tocco Magnethermic Corporation	Induction furnace for melting granular materials	7113535	9/26/06
Ajax Tocco Magnethermic Corporation	Induction furnace for melting semi-conductor materials	7110430	9/19/06
Ajax Tocco Magnethermic Corporation	Induction heater	4754114	6/28/88
Ajax Tocco Magnethermic Corporation	Induction heater comprising a coil/capacitor bank combination including a translatable coil assembly for movement on and off a continuous strip	6399929	6/4/02
Ajax Tocco Magnethermic Corporation	Induction heating of side or dam blocks in a continuous caster	6279646	8/28/01
Ajax Tocco Magnethermic Corporation	Induction heating system and method for internal combustion engine	6700105	3/2/04
Ajax Tocco Magnethermic Corporation	Induction heating system for internal combustion engine	6696675	2/24/04
Ajax Tocco Magnethermic Corporation	Inductor for inductively heating crank shafts	5751749	9/19/95
Ajax Tocco Magnethermic Corporation	Mass flow gravity feed apparatus for charging metal-melting furnaces with dross level compensator and method for charging metal-melting furnaces therewith	5853454	12/29/98
Ajax Tocco Magnethermic Corporation	Mass flow gravity feed method for charging metal-melting furnaces and apparatus therefor	5707462	4/18/95
Ajax Tocco Magnethermic Corporation	Metal chip furnace charge apparatus and method	4872907	10/10/89
Ajax Tocco Magnethermic Corporation	Method and apparatus for altering pouring from common hearth in plasma furnace	6904955	6/14/05
Ajax Tocco Magnethermic Corporation	Method and apparatus for cleaning and drying metal chips	4721457	1/26/88
Ajax Tocco Magnethermic Corporation	Method and apparatus for cooling a furnace	6572368	6/3/03
Ajax Tocco Magnethermic Corporation	Method and apparatus for drying metal chips	4710126	12/1/87
Ajax Tocco Magnethermic Corporation	Method and apparatus for hardening gears and similar workpieces	4855556	8/8/89
Ajax Tocco Magnethermic Corporation	Method and apparatus for heat treating camshafts	4604510	8/5/86
Ajax Tocco Magnethermic Corporation	Method and apparatus for induction heating gears and	4757170	7/12/88

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
	similar workpieces		
Ajax Tocco Magnethermic Corporation	Method and apparatus for induction heating of gear teeth	4894501	1/16/90
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	7503376	3/17/09
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	7137436	11/21/06
Ajax Tocco Magnethermic Corporation	Method and apparatus for melting titanium using a combination of plasma torches and direct arc electrodes	6868896	3/22/05
Ajax Tocco Magnethermic Corporation	Method and apparatus for optimized mixing in a common hearth in plasma furnace	6712875	3/30/04
Ajax Tocco Magnethermic Corporation	Method and apparatus for switching circuit system including a saturable core device with multiple advantages	6021053	2/1/00
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS TO PROVIDE CONTINUOUS MOVEMENT THROUGH A FURNACE	7,507,087	03/24/09
Ajax Tocco Magnethermic Corporation	METHOD AND MEANS FOR IMPROVING MOLTEN METAL FURNACE CHARGING EFFICIENCY	2,079,711 (CANADA)	03/21/00
Ajax Tocco Magnethermic Corporation	Method for hardening gears by induction heating	4675488	6/23/87
Ajax Tocco Magnethermic Corporation	Method for heat treating ferrous parts	4637844	1/20/87
Ajax Tocco Magnethermic Corporation	Method for heat treating using eddy current temperature determination	4675057	6/23/87
Ajax Tocco Magnethermic Corporation	Method for selectively heating a workpiece subjected to low temperature thermomechanical processing	4744836	5/17/88
Ajax Tocco Magnethermic Corporation	Method of making an inductor	5680693	10/28/97
Ajax Tocco Magnethermic Corporation	Method of monitoring induction heating cycle	4897518	1/30/90
Ajax Tocco Magnethermic Corporation	Nozzle assembly for continuous caster	5799720	9/1/98

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ajax Tocco Magnethermic Corporation	Process and apparatus for introducing metal chips into a molten metal bath thereof	4702768	10/27/87
Ajax Tocco Magnethermic Corporation	Segmented compressed induction heating coil assembly	6365884	4/2/02
Ajax Tocco Magnethermic Corporation	Selectively adjustable transverse flux heating apparatus	5403994	4/4/95
Ajax Tocco Magnethermic Corporation	SELECTIVELY SIZABLE CHANNEL COIL	6,107,613	8/22/2000
Ajax Tocco Magnethermic Corporation	SUSPENDED INDUCTION COIL AND METHOD FOR REPLACEMENT OF TURNS COMPRISING SAME	6,911,633	6/28/2005
Ajax Tocco Magnethermic Corporation	Threading and scale removal device	6439883	8/27/02
Ajax Tocco Magnethermic Corporation	Apparatus for magnetic induction edge heaters with frequency modulation	5156683	10/20/92
Ajax Tocco Magnethermic Corporation	Induction heating in a hot reversing mill for isothermally rolling strip product	5710411	1/20/98
Ajax Tocco Magnethermic Corporation	Induction heating of endless belts in a continuous caster	5133402	7/28/92
Ajax Tocco Magnethermic Corporation	Method and apparatus for retaining a valve seat insert	4891259	12/13/88
Ajax Tocco Magnethermic Corporation	Method and means for improving molten metal furnace charging efficiency	5211744	5/18/93
ILS Technology LLC	Method for establishing directed circuits between parties with limited mutual trust	7424236	9/9/08
Park Ohio Industries, Inc.	Method and apparatus for inductively heating valve seat inserts	4438310	3/20/84
Park-Ohio Industries, Inc.	Apparatus and method for inductively hardening small bores	4531036	7/23/85
Park-Ohio Industries, Inc.	Apparatus for inductively heat treating workpiece bore walls	4625090	11/25/86
Park-Ohio Industries, Inc.	Apparatus for quenching heated workpieces	4336924	6/29/82
Park-Ohio Industries, Inc.	Apparatus for simultaneously heating a plurality of elongated workpieces	4482793	11/13/84
Park-Ohio Industries, Inc.	Control device for parallel induction heating coils	4307278	12/22/81
Park-Ohio Industries, Inc.	Feeding mechanism for	4195213	3/25/80

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
	induction heating coil		
Park-Ohio Industries, Inc.	Floating valve seat inductor	4266109	5/5/81
Park-Ohio Industries, Inc.	Heating magnetic metal workpieces	4619717	10/28/86
Park-Ohio Industries, Inc.	Heating nonmagnetic metal workpieces	4577081	3/18/86
Park-Ohio Industries, Inc.	Induction heater arrangement for forging bar stock	4317978	3/2/82
Park-Ohio Industries, Inc.	Induction heater arrangement for forging bar stock	4468549	8/28/84
Park-Ohio Industries, Inc.	Induction heating method and apparatus for elongated workpieces	4420667	12/13/83
Park-Ohio Industries, Inc.	Inductor for axially and circumferentially heating a rotating workpiece	4251707	2/17/81
Park-Ohio Industries, Inc.	Inductor for hardening gear teeth	4251705	2/17/81
Park-Ohio Industries, Inc.	Inverter with improved power factor control	4385348	5/24/83
Park-Ohio Industries, Inc.	Method and apparatus for induction heating of an elongated workpiece	4433226	2/21/84
Park-Ohio Industries, Inc.	Method and apparatus for uniform induction heating of an elongated workpiece	4501942	2/26/85
Park-Ohio Industries, Inc.	Method and apparatus uniform induction heating of an elongated workpiece	4418259	11/29/83
Park-Ohio Industries, Inc.	Method for annealing work hardened portions of structural beams	4401486	8/30/83
Park-Ohio Industries, Inc.	Method for inductively heat treating workpiece bore walls	4531987	7/30/85
Park-Ohio Industries, Inc.	Method for inductively heat treating workpiece bore walls	4531987	7/30/85
Park-Ohio Industries, Inc.	Method for inductively heating thin-walled elongated workpieces	4401485	8/30/83
Park-Ohio Industries, Inc.	Method of attaching a strip to a rubber molded part	6238787	5/29/01

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Park-Ohio Industries, Inc.	Quenching device for inductively heated workpieces	4191363	3/4/80
Park-Ohio Industries, Inc.	Rotating induction heating apparatus	4538041	8/27/85
Park-Ohio Industries, Inc.	Rotating induction heating apparatus	4538041	8/27/85
Park-Ohio Industries, Inc.	Slot furnace for inductively heating axially spaced areas of a workpiece	4258241	3/24/81
Park-Ohio Industries, Inc.	Solid state frequency converter	4370703	1/25/83
Park-Ohio Industries, Inc.	Sucker rod fitting	4475839	10/9/84
Park-Ohio Industries, Inc.	Table with removable tray and/or insert	D359406	6/20/95
Park-Ohio Industries, Inc.	Transformer core cooling arrangement	4482879	11/13/84
Park-Ohio Industries, Inc.	Unit for induction heating and hardening gear teeth	4251704	2/17/81
Park-Ohio Industries, Inc.	Workpiece rotating and feeding apparatus	4184798	1/22/80
RB&W Corporation	Bearing and method for rotatably supporting a worn shaft	4690574	9/1/87
RB&W Corporation	Fastener mounting apparatus	4785529	11/22/88
RB&W Corporation	Method and apparatus for loading articles	4686815	8/18/87
RB&W Corporation	SELF-PIERCING CLINCH NUT	6,220,804	4/24/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 437,211	2/6/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 440,865	4/24/2001
RB&W Corporation	SELF-PIERCING CLINCH NUT	D 457, 054	5/14/2002
RB&W Corporation	Unitary hub assembly	4878683	11/7/89
RB&W Corporation	WHEEL NUT	5,597,279	1/28/1997
RB&W Corporation	SELF-PIERCING CLINCH NUT	6,409,444	6/25/02
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 448, 659	10/2/2001
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 448,660	10/2/2001
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 454,484	3/19/2002
R B&W Manufacturing LLC	SELF-PIERCING CLINCH NUT	D 454, 057	3/5/2002
Tocco, Inc.	Inductor and method of making same	4535211	8/13/85

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Tocco, Inc.	Method and apparatus for selectively heating a workpiece subjected to low temperature thermomechanical processing	5009395	4/23/91
Tocco, Inc.	Method and apparatus of hardening gears by induction heating	4749834	6/7/88
Tocco, Inc.	Method for heat treating ferrous parts	4715907	12/29/87
Tocco, Inc.	Power inverter using separate starting inverter	4511956	4/16/85
Tocco, Inc.	System for hardening gears by induction heating	4785147	11/15/88
Tocco, Inc.	Valve seat inductor	4745251	5/17/88

### PATENT APPLICATIONS

<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Ajax Tocco Magnethermic Corporation	APPARATUS AND METHOD FOR HARDENING BEARING SURFACES OF A CRANKSHAFT	11/2/2006	11/555,789
Ajax Tocco Magnethermic Corporation	DIRECT CASTING UTILIZING STACK FILTRATION	07/21/06	PCT/US2006/028308 (WIPO)
Ajax Tocco Magnethermic Corporation	FURNACE ALIGNMENT SYSTEM	05/24/06	11/439,852
Ajax Tocco Magnethermic Corporation	GUIDANCE SYSTEM FOR PUSHER PLATE FOR USE IN PUSHER FURNACES	05/04/06	11/418,580
Ajax Tocco Magnethermic Corporation	HTS SUPERCONDUCTOR WIRE FOR MAKING AN INDUCTOR COIL	8/7/2008	12/187,650
Ajax Tocco Magnethermic Corporation	IMPROVED UNDERCUT CRANKSHAFT HARDENING COIL	6/15/2009	12/484,422
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR MELTING GRANULAR MATERIALS	09/07/06	11/516,837
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR MELTING SEMI-CONDUCTOR MATERIALS	09/07/06	11/516,950
Ajax Tocco Magnethermic Corporation	INDUCTION FURNACE FOR THE CONTROLLABLE MELTING OF POWDER/GRANULAR	06/25/08	12/215,165



<u>Name of Grantor</u>	<u>Patent Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
	MATERIALS		
Ajax Tocco Magnethermic Corporation	LOCALLY AUSTEMPERED DUCTILE IRON	10/02/09	12/572,828
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS FOR CONTROLLING FURNACE POSITION IN RESPONSE TO THERMAL EXPANSION	06/13/06	11/451,960
Ajax Tocco Magnethermic Corporation	METHOD AND APPARATUS FOR TRANSPORTING STEEL BILLETS	10/27/2008	12/258,484
Ajax Tocco Magnethermic Corporation	SEMI-LIQUID METAL PROCESSING AND A SENSING DEVICE AND METHOD OF USING SAME	10/10/2008	PCT/US2008/079465 (WIPO)
Ajax Tocco Magnethermic Corporation	SYSTEM AND METHOD FOR CRANKSHAFT HARDENING	11/2/2006	11/555,827
Ajax Tocco Magnethermic Corporation	SYSTEM AND METHOD FOR PRODUCING SHOT FROM MOLTEN MATERIAL	1/16/2008	12/015,207
Ajax Tocco Magnethermic Corporation	Direct casting utilizing stack filtration	2/21/06	11/359,032
ILS Technology LLC	Business-to-business remote network connectivity	11/22/06	11603597
ILS Technology LLC	Model for communication between manufacturing and enterprise levels	6/1/05	11142200
ILS Technology LLC	RFID with two tier connectivity, RFID in the PLC rack, secure RFID tags with RFID multiplexer system	11/15/06	11599771
ILS Technology LLC	Secure computer network arrangement using directed circuits	2/9/05	11054295
Park-Ohio Industries, Inc.	Low abrasive rubber composition and associated method of manufacturing the same	10/7/02	10266791
RB&W Corporation	Clinch Nut	3/21/2007	11/689,067
RB&W Corporation	Nut with Lug Flare	12/22/2009	PCT/US2009/069202 (WIPO)
Snow Dragon, LLC	HIGH CAPACITY SNOW MELTING APPARATUS AND METHOD	8/5/05	11/199,187

## TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Park-Ohio Industries, Inc.	Friendly & Safe	11/3/98	2201996
Park-Ohio Forged & Machined Products LLC	SL	10/6/92	1721363
Integrated Logistics Solutions LLC	SUPPLY TECHNOLOGIES - THE EFFICIENCY EXPERTS.	5/19/09	3,623,690
Ajax Tocco Magnethermic Corporation	AIH	7/11/78	1095865
Ajax Tocco Magnethermic Corporation	Ajax Magnethermic	7/21/98	2174355
Ajax Tocco Magnethermic Corporation	Ajax Magnethermic	4/22/69	868337
Ajax Tocco Magnethermic Corporation	Ajax Tocco	4/29/08	3420232
Ajax Tocco Magnethermic Corporation	Ajax Tocco Magnethermic	5/30/06	3098855
Ajax Tocco Magnethermic Corporation	AJAXOMATIC	11/5/1965	TMA142559 (CANADA)
Ajax Tocco Magnethermic Corporation	AM	8/1/06	3123227
Ajax Tocco Magnethermic Corporation	ATM	7/22/08	3473863
Ajax Tocco Magnethermic Corporation	Autotron	1/25/05	2920752
Ajax Tocco Magnethermic Corporation	Dynapour	2/7/78	1084512
Ajax Tocco Magnethermic Corporation	Forgeview	12/12/06	3182994
Ajax Tocco Magnethermic Corporation	FOUNDRY SERVICES	1/29/2008	4915741 (EU COMMUNITY TRADEMARK)
Ajax Tocco Magnethermic Corporation	Inductron	4/21/81	1151526
Ajax Tocco Magnethermic Corporation	Inductron	2/24/59	674525
Ajax Tocco Magnethermic Corporation	Jet-Flow	6/8/76	1040904
Ajax Tocco Magnethermic Corporation	Magnescan	2/15/94	1821997
Ajax Tocco Magnethermic Corporation	Pacer	1/2/90	1474492
Ajax Tocco Magnethermic Corporation	PMC Colinet	5/9/06	3091109
Ajax Tocco Magnethermic Corporation	Power View	9/26/06	3148062
Ajax Tocco Magnethermic Corporation	Premelt	8/4/87	1450364

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Corporation			
Ajax Tocco Magnethermic Corporation	Scanpak	8/22/89	1552740
Ajax Tocco Magnethermic Corporation	Tocco	9/17/85	1361098
Ajax Tocco Magnethermic Corporation	Tocco	4/8/86	1388873
Ajax Tocco Magnethermic Corporation	Tocco	7/10/79	1121794
Ajax Tocco Magnethermic Corporation	Tocco	6/3/41	387810
Ajax Tocco Magnethermic Corporation	Tocco	6/15/37	346939
Ajax Tocco Magnethermic Corporation	Toccotrol	9/21/93	1793574
Ajax Tocco Magnethermic Corporation	Tocotron	11/13/45	417711
Ajax Tocco Magnethermic Corporation	TPH	1/5/93	1745064
Ajax Tocco Magnethermic Corporation	Vertiplex	3/8/77	1060703
ILS Technology LLC	Xcoupler Workbench	9/18/07	3294450
ILS Technology LLC	Combrio	11/8/05	3013104
ILS Technology LLC	Combrio Virtual Service Infrastructure	4/17/07	3229423
ILS Technology LLC	Directed Circuit	10/31/06	3166302
ILS Technology LLC	Ecentre	8/24/04	2876799
ILS Technology, LLC	Devicewise	1/8/08	3366687
ILS Technology, LLC	Securewise	6/2/09	3633183
ILS Technology, LLC	Xcoupler	10/2/07	3303157
Integrated Logistics Solutions LLC	Supply Technologies	5/19/09	3623690
Park-Ohio Industries, Inc.	CCF	8/25/81	1166117
RB&W Corporation	FASTENER INSIGNIA	1/6/1997	644632
RB&W Corporation	FASTENER INSIGNIA	1/6/1997	1788762
RB&W Corporation	L5	3/14/1980	241239 (CANADA)
RB&W Corporation	L8	4/3/1980	242473 (CANADA)
RB&W Corporation	NUSPAC	12/5/2006	3181892
RB&W Corporation	SPAC	12/5/1972	948170
RB&W Corporation	SPAC NUT	7/27/1973	192838
RB&W Corporation	SPACTITE	2/26/2008	3389469
RB&W Corporation	STOVER	12/19/2006	3187337
RB&W Corporation	STYLIZED "E"	8/17/1993	1788762
RB&W Corporation	STYLIZED E	5/27/1994	427828
RB&W Manufacturing LLC	RB & W	4/30/57	0644632
Snow Dragon, LLC	SNOW DRAGON	12/5/06	3,181,634
Snow Dragon, LLC	WE KNOW SNOW	5/15/07	3,241,839
The Ajax Manufacturing Company	Ajax	2/20/1906	0049879

## TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Supply Technologies	SUPPLY TECHNOLOGIES - THE EFFICIENCY EXPERTS. & design	12/7/09	1,461,771 (CANADA)
ILS Technology, LLC	Displaywise	5/11/2009	77-733483
ILS Technology, LLC	Nanobroker	1/12/2006	78-790417
ILS Technology, LLC	Virtual Service Infrastructure	6/3/2009	77-751111
ILS Technology, LLC	VSI	6/3/2009	77-751083

## COPYRIGHTS

<u>Name of Grantor</u>	<u>Copyright</u>	<u>Registration Date</u>	<u>Registration Number</u>
Integrated Logistics Solutions, Inc.	Service delivery network optimization.	11/17/1997	TXu000826694
Park-Ohio Industries, Inc.	Tocco quality management system : TQMS	2/18/1997	TXu000792434
RB&W Corporation	ASSEMBLY TORQUE "GUESTIMATE"	3/8/2001	TX5-651-804
RB&W Corporation	RB&W stock catalog A1000	1/17/1989	TX0002617093
RB&W Corporation	The Green Ball Bearing Company catalog 337	8/8/1997	TX 2-454-780
RB&W Corporation	The Green Ball Bearing Company catalog 357-92	8/8/1997	TX 4-019-116
RB&W Corporation	The Green Ball Bearing Company catalog 367-93	8/8/1997	TX 3-899-111
RB&W Corporation	The Green Ball Bearing Company Interchange catalog 347	8/8/1997	TX 3-192-263
RB&W Corporation	What torque should I use	12/6/1999	TXu000926418
RB&W Manufacturing, LLC	Helpful hints for fastener design and application	5/26/2006	TX0006405910
RB&W Manufacturing, LLC	Torque coefficient (K) guesstimate	12/17/1999	TX0005274671
RB&W Manufacturing, LLC	Our ear-net shaped cold formed products can significantly improve the value of your products!	9/24/2003	TX0005905618

## COPYRIGHT APPLICATIONS

<u>Name of Grantor</u>	<u>Copyright Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
N/A			

## INTELLECTUAL PROPERTY LICENSES

ILS Technology LLC sells and/or licenses software applications that incorporate third party software, for which ILST has been granted licenses.

**EXHIBIT D**  
(See Section 3.11 of Security Agreement)

**TITLE DOCUMENTS**

Aircraft/engines/parts, ships, railcars and other vehicles (other than motor vehicles) governed by federal statute:

<u>Name of Grantor</u>	<u>Description (Year, Make/Model and VIN Number)</u>		
Ajax Tocco Magnethermic Corporation	2006	Chevy Pick-up	1GCHK29U76E217118
Ajax Tocco Magnethermic Corporation	2001	Chevy Silverado	1GCHC29U51E216684
Ajax Tocco Magnethermic Corporation	2001	Chevy 2500	1GCHC23U41F104025
Ajax Tocco Magnethermic Corporation	2007	Chevy Silverado	1GCEC19Z67Z192695
Ajax Tocco Magnethermic Corporation	2001	GMC	1GDJC34U41F208208
Ajax Tocco Magnethermic Corporation	1994	Ford 3/4 Ton Pickup	1FTHF25H5RLA29355
Ajax Tocco Magnethermic Corporation	2006	Chevy HD 2500	1GCHK29U96E118171
Ajax Tocco Magnethermic Corporation	2004	Chevy Silverado	2GCEC19T441336440
Ajax Tocco Magnethermic Corporation	2005	Chevy Silverado	1GCHK29U45E142246
Ajax Tocco Magnethermic Corporation	2001	Chevy 2500	1GCHC29U01E314943
Ajax Tocco Magnethermic Corporation	2003	Ford Taurus	1FAFP52213A201007
Ajax Tocco Magnethermic Corporation	2002	Chevy Silverado	1GBGC24U32Z132901
Ajax Tocco Magnethermic	1991	Navistar Flatbed	1HTSAZRM5MH320750

<u>Name of Grantor</u>	<u>Description (Year, Make/Model and VIN Number)</u>		
Corporation			
Ajax Tocco Magnethermic Corporation	2007	Chevrolet C6500	1GBJ6C1GX7F408940
Ajax Tocco Magnethermic Corporation	2005	Ford F150	1FTPW14545FA80271
Ajax Tocco Magnethermic Corporation	1999	GMC Yukon	1GKEC13RXXJ788470
Ajax Tocco Magnethermic Corporation	2006	Chevy Silverado	1GCHK29UX6E210325
Ajax Tocco Magnethermic Corporation	2003	Dodge Pickup	3D7KU26D03G745243
Ajax Tocco Magnethermic Corporation	2006	Chevy 2500	1GCHK29U56E223399
Control Transformer, Inc.	2001	Dodge Ram	3B7HC13Y01G752621
General Aluminum Mfg. Company	2001	Ford F750	3FDXF75NX1MA23984
General Aluminum Mfg. Company	1994	Ford F250 PickUp	1FTEF25H2RUA67130
General Aluminum Mfg. Company	1994	Ford FL50 Box Truck	1FDNF70J8RVA37086
General Aluminum Mfg. Company	1994	GMC PickUp	1GTDC14ZRZ517297
General Aluminum Mfg. Company	1996	Freight Liner (Box Truck)	1HTSDAAN0TH294487
General Aluminum Mfg. Company	2001	Mercury Sable	1M8FM5049XA640354
General Aluminum Mfg. Company	2005	Ford SW	1FMZU73K55ZA46360
General Aluminum Mfg. Company	1993	Chevrolet Pickup	1GCFC24K8PV169973
General Aluminum Mfg. Company	1993	Mack Box Truck	VG6M116A4PB100956
General Aluminum Mfg. Company	1998	Ford Taurus	1FAFP52U5WA253438
General Aluminum Mfg. Company	1999	Ford Taurus	1FAFP53U2XG313396
General Aluminum Mfg. Company	1995	Ford F250 PickUp	1FTEF25H8SLB38126
General Aluminum Mfg.	1989	Chevy Stake	1GCHC34N4KE227604

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<u>Name of Grantor</u>	<u>Description (Year, Make/Model and VIN Number)</u>		
Company			
General Aluminum Mfg. Company	2000	Dodge Truck	1B7GL22X1YS758666
General Aluminum Mfg. Company	1998	Ford Van	1FTSS34F4WJA07742
General Aluminum Mfg. Company	1997	Intl Comm Truck	1HTSCAAM4VH404115
General Aluminum Mfg. Company	1997	Ford Van	1FTHS2423VHA2240
General Aluminum Mfg. Company	1999	Ford - Comm Truck	1FTNF20L9XEC00334
General Aluminum Mfg. Company	2005	GMC-Comm Truck	1GDE4C1215F516198
General Aluminum Mfg. Company	2010	Ford Explorer 4D utility 4WD	1FMEU7DE4A424090
Red Bird, Inc.	1997	Ford Crown Victoria	2FALP74W5VX134095
Red Bird, Inc.	1999	Ford Expedition	1FMPU18L3XLA51066
Red Bird, Inc.	2010	Ford Escape	1FMCU9DGIKA42188
Red Bird, Inc.	2003	GMC Yukon	1GKEK13Z93J107583
Red Bird, Inc.	2003	Ford Crown Victoria	2FAFP74W73X184636
Red Bird, Inc.	2005	Crown Victoria	2FAFP74W35X126672
Red Bird, Inc.	2007	Chevrolet Silverado Plow Truck	1GCHK2KX7E569830
Red Bird, Inc.	2007	GMC Yukon	1GKFK13087J315367
Red Bird, Inc.	2007	GMC Yukon	1GKFK638X7J301568
Red Bird, Inc.	2007	Jeep Grand Cherokee	1J8HR58297C634789
Red Bird, Inc.	2008	GMC Acadia	1GKER23708J169520
Southwest Steel Processing LLC	2000	Freightliner	1FUYDMB2YLA83043
Southwest Steel Processing LLC	1996	Trailer	1OTF81TR6T901072
Southwest Steel Processing LLC	1994	Daco Trailer	1D9A45A22R1052448
Southwest Steel Processing LLC	1999	Chevrolet Truck	1GBJ7H1D0XJ105288
Supply Technologies (NY), Inc.	1999	Chevrolet	1GCGG25R2X1118472
Supply Technologies (NY), Inc.	2000	Ford E350	1FTSE74F8YHA60082
Supply Technologies	1994	Chevrolet	1GCEC14H6RZ255554



<u>Name of Grantor</u>	<u>Description (Year, Make/Model and VIN Number)</u>		
(NY), Inc.	Cheyenne		
Supply Technologies (NY), Inc.	2000	Ford F650	1FDNF6535YMA01983
Supply Technologies (NY), Inc.	2000	Ford Econoline Van	1FTSE34L1YHB53354
Supply Technologies (NY), Inc.	1993	Freightliner	1FN3GFFC5PL435669
Supply Technologies (NY), Inc.	2005	Ford Ranger	1FTYR10U15PA03974
Supply Technologies (NY), Inc.	1999	Ford F350-Stake Body	1FDWF36S9XEA10506
Supply Technologies (NY), Inc.	2005	GMC Safari	1GTDL19X15B501599
Supply Technologies (NY), Inc.	2005	Ford E250 Cargo Van	iFTNE24W75HA33281
Supply Technologies (NY), Inc.	1999	Ford Ranger	1FTYR10C5XUA03679
Supply Technologies (NY), Inc.	2006	Chevrolet Express Van	1GCHG39UX61129887
Supply Technologies (NY), Inc.	2000	Ford Cargo Van	1FTNS24L4YHBO2169
Supply Technologies (NY), Inc.	1992	Lufkin Trailer	1L01A5327N1094330
Supply Technologies (NY), Inc.	1992	Monon Trailer	1NNVA5329NM170663
Supply Technologies (NY), Inc.	1992	Ford E350	1FBHE31H1NHA52213
Supply Technologies (NY), Inc.	1995	Ford E350	1FME611N8SHA07236
Supply Technologies (NY), Inc.	2005	Ford F250	1FTNF20535ED30589
Supply Technologies (NY), Inc.	2006	Ford F250	1FTNF20506EC83216
Supply Technologies (NY), Inc.	1996	Chevrolet G30	1GCHG35R2T1036813
Supply Technologies (NY), Inc.	1999	Isuzu FTR50 Box Truck	4GTJ7C136XJ600177
Supply Technologies (NY), Inc.	1997	GMC Truck	4KDB4B1R1VJ001547
Supply Technologies (NY), Inc.	1998	Ford E350	1FTSE34L4XHA05939
Supply Technologies (NY), Inc.	2003	Ford E250 Cargo Van	1FTNE24WX3HB59227
Supply Technologies (NY), Inc.	2006	BMW 650i Coupe	WBAEH13476CR50668

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<u>Name of Grantor</u>	<u>Description (Year, Make/Model and VIN Number)</u>		
Supply Technologies (NY), Inc.	2007	Ford Explorer	1FMEU73E57UA35657
Supply Technologies (NY), Inc.	2008	Chevrolet Express 2500 Van	1GCGG25C381212275
The Ajax Manufacturing Company	1995	Ford TK Van	1FTJS34H6SHB86597

**EXHIBIT E**

(See Section 3.11 of Security Agreement)

**FIXTURES**

I. Legal description, county and street address of property on which Fixtures are located (by Grantor):

LEASE /OWN	LOAN PARTY	PROPERTY ADDRESS	County	CITY	ST. /PROV.
Own	Ajax Tocco Magnethermic Corporation	1745 Overland Avenue, N.E.	Trumbull	Warren	OH
Own	Ajax Tocco Magnethermic Corporation	1506 Industrial Blvd.	Marshall	Boaz	AL
Own	Ajax Tocco Magnethermic Corporation	Vacant Land, Lakeland Boulevard	Lake	Wickliffe	OH
Own	Ajax Tocco Magnethermic Corporation	3671 Warren-Meadville Road	Trumbull	Cortland	OH
Own	General Aluminum Mfg. Company	1370 Chamberlain Blvd. - G3	Ashtabula	Conneaut	OH
Own	General Aluminum Mfg. Company	1042 Chamberlain Blvd.	Ashtabula	Conneaut	OH
Own	General Aluminum Mfg. Company	303 E. Swagger Drive	Stueben	Fremont	IN
Own	General Aluminum Mfg. Company	13663 Short Road	Auglaize	Wapakoneta	OH
Own	General Aluminum Mfg. Company	1561 Northwest 11th Street	Wayne	Richmond	IN
Own	General Aluminum Mfg. Company	5159 State Route 44 (Rootstown)	Portage	Ravenna	OH
Own	General Aluminum Mfg. Company	706 N. Walnut Street	Portage	Ravenna	OH
Own	Park-Ohio Industries, Inc.	777 East 79 <sup>th</sup> Street	Cuyahoga	Cleveland	OH
Own	Park-Ohio Industries, Inc.	3800 Harvard Avenue	Cuyahoga	Newburgh Heights	OH
Own	Pharmacy Wholesale Logistics, Inc.	15625 Saranac Avenue	Cuyahoga	Cleveland	OH
Own	Precision Machining Connection LLC	29100 Lakeland Boulevard	Lake	Wickliffe	OH
Own	RB&W Manufacturing LLC	700 London Road	Delaware	Delaware	OH

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**EXHIBIT F**

(See Section 3.13 of Security Agreement and Definition of "Pledged Collateral")

**LIST OF PLEDGED COLLATERAL, SECURITIES AND  
OTHER INVESTMENT PROPERTY****STOCKS**

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>
Ajax Tocco Magnethermic Corporation	Control Transformer, Inc.	1	100	common	100%
Ajax Tocco Magnethermic Corporation	Feco, Inc.	1	500	common	100%
Integrated Logistics Holding Company	Integrated Holding Company	1	100	common	100%
Integrated Logistics Holding Company	Pharmaceutical Logistics, Inc.	1	100	common	100%
Integrated Logistics Holding Company	Supply Technologies (NY), Inc.	1	100	common	100%
Integrated Logistics Solutions, Inc.	Integrated Logistics Holding Company	1	100	common	100%
Integrated Logistics Solutions, Inc.	ST Holding Corp.	1	100	common	100%
Park-Ohio Industries, Inc.	Ajax Tocco Magnethermic Corporation	1	200	common	100%
Park-Ohio Industries, Inc.	Blue Falcon Travel, Inc.	1	1000	common	100%
Park-Ohio Industries, Inc.	Forging Parts & Machining Company	1	100	common	100%
Park-Ohio Industries, Inc.	General Aluminum Mfg. Company	2	38	common	100%
Park-Ohio Industries, Inc.	Integrated Logistics Solutions, Inc.	2	100	common	100%
Park-Ohio Industries, Inc.	Lallegro, Inc.	1	100	common	100%

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>
Park-Ohio Industries, Inc.	Lewis & Park Screw & Bolt Company	1	100	common	100%
Park-Ohio Industries, Inc.	Park-Ohio Products, Inc. (fka Blue Utica, Inc.)	1	100	common	100%
Park-Ohio Industries, Inc.	Pharmacy Wholesale Logistics, Inc. (fka Friendly & Safe Packaging Systems, Inc.)	5	40	common	40%
Park-Ohio Industries, Inc.	Pharmacy Wholesale Logistics, Inc. (fka Park-Ohio Bio-Medical Group, Inc.)	2	60	common	60%
Park-Ohio Industries, Inc.	Red Bird, Inc.	1	100	common	100%
Park-Ohio Industries, Inc.	Summerspace, Inc.	1	100	common	100%
Park-Ohio Industries, Inc.	The Ajax Manufacturing Company (fka A. J. Acquisition Company, Inc.)	1	100	common	100%
Park-Ohio Industries, Inc.	The Clancy Bing Company (fka Castle Rubber Company)	2	500	common	100%
Park-Ohio Industries, Inc.	Tocco, Inc.	6	100	common	100%
Park-Ohio Industries, Inc.	WB&R Acquisition Company, Inc.	R-1	100	common	100%
ST Holding Corp.	STMX, Inc.	1	100	common	100%
Summerspace, Inc.	TW Manufacturing Co.	1	100	common	100%
The Ajax Manufacturing Company	ATBD, Inc.	7	100	common	100%

BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A					

GOVERNMENT SECURITIES

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
N/A						

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY  
(CERTIFICATED AND UNCERTIFICATED)

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Description of Collateral</u>	<u>Uncertificated?</u>	<u>Percentage Ownership Interest</u>
Ajax Tocco Magnethermic Corporation	Induction Management Services, LLC	membership interest	Yes	100%
Ajax Tocco Magnethermic Corporation	Snow Dragon LLC	membership interest	Yes	100%
ATBD, Inc.	Precision Machining Connection LLC	membership interest	Yes	100%
Integrated Logistics Holding Company	ILS Technology LLC	membership interest	Yes	100%
Integrated Logistics Holding Company	RB&W Manufacturing LLC	membership interest	Yes	100%
Integrated Logistics Holding Company	Supply Technologies LLC	membership interest	Yes	100%
Integrated Logistics Solutions LLC	Gateway Industrial Supply LLC	membership interest	Yes	100%
Park-Ohio Industries, Inc.	Columbia Nut & Bolt LLC	membership interest	Yes	100%
Park-Ohio Industries, Inc.	Park Avenue Travel Ltd.	membership interest	Yes	100%
Park-Ohio Industries, Inc.	Park-Ohio Forged & Machined Products LLC	membership interest	Yes	100%
Park-Ohio Industries, Inc.	P-O Realty LLC	membership interest	Yes	100%
Park-Ohio Industries, Inc.	POVI L.L.C.	membership interest	Yes	100%
Park-Ohio Industries, Inc.	Southwest Steel Processing LLC	membership interest	Yes	100%
RB&W Manufacturing LLC	RB&W Ltd.	membership interest	Yes	100%

**PATENT**

**REEL: 024079 FRAME: 0254**

**EXHIBIT G**

(See Section 3.1 of Security Agreement)

**OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED**

<u>Grantor</u>	<u>Filing Office</u>
Ajax Tocco Magnethermic Corporation	Office of the Secretary of State of Ohio, UCC Section
ATBD, Inc.	Office of the Secretary of State of Ohio, UCC Section
Blue Falcon Travel, Inc.	Office of the Secretary of State of Alabama, UCC Division
Columbia Nut & Bolt LLC	Office of the Secretary of State of Ohio, UCC Section
Control Transformer, Inc.	Office of the Secretary of State of Ohio, UCC Section
Feco, Inc.	Office of the Secretary of State of Illinois, UCC Division
Forging Parts & Machining Company	Office of the Secretary of State of Ohio, UCC Section
Gateway Industrial Supply LLC	Office of the Secretary of State of Ohio, UCC Section
General Aluminum Mfg. Company	Office of the Secretary of State of Ohio, UCC Section
ILS Technology LLC	Office of the Secretary of State of Ohio, UCC Section
Induction Management Services, LLC	Office of the Secretary of State of Michigan, UCC Office
Integrated Holding Company	Office of the Secretary of State of Ohio, UCC Section
Integrated Logistics Holding Company	Office of the Secretary of State of Ohio, UCC Section
Integrated Logistics Solutions, Inc.	Office of the Secretary of State of Ohio, UCC Section
Lallegro, Inc.	Department of State of Delaware, Division of Corporations
Lewis & Park Screw & Bolt Company	Office of the Secretary of State of Ohio, UCC Section
Park Avenue Travel Ltd.	Office of the Secretary of State of Ohio, UCC Section
Park-Ohio Forged & Machined Products LLC	Office of the Secretary of State of Ohio, UCC Section
Park-Ohio Industries, Inc.	Office of the Secretary of State of Ohio, UCC Section



<u>Grantor</u>	<u>Filing Office</u>
Park-Ohio Products, Inc.	Office of the Secretary of State of Ohio, UCC Section
Pharmaceutical Logistics, Inc.	Office of the Secretary of State of Ohio, UCC Section
Pharmacy Wholesale Logistics, Inc.	Office of the Secretary of State of Ohio, UCC Section
P-O Realty LLC	Office of the Secretary of State of Ohio, UCC Section
POVI L.L.C.	Office of the Secretary of State of Ohio, UCC Section
Precision Machining Connection LLC	Office of the Secretary of State of Ohio, UCC Section
RB&W Ltd.	Office of the Secretary of State of Ohio, UCC Section
RB&W Manufacturing LLC	Office of the Secretary of State of Ohio, UCC Section
Red Bird, Inc.	Office of the Secretary of State of Ohio, UCC Section
Snow Dragon LLC	Office of the Secretary of State of Ohio, UCC Section
Southwest Steel Processing LLC	Office of the Secretary of State of Ohio, UCC Section
ST Holding Corp.	Office of the Secretary of State of Ohio, UCC Section
STMX, Inc.	Office of the Secretary of State of Ohio, UCC Section
Summerspace, Inc.	Office of the Secretary of State of Ohio, UCC Section
Supply Technologies (NY), Inc.	New York Department of State, Division of Corporations, State Records and UCC
Supply Technologies LLC	Office of the Secretary of State of Ohio, UCC Section
The Ajax Manufacturing Company	Office of the Secretary of State of Ohio, UCC Section
The Clancy Bing Company	Pennsylvania Department of State, UCC Division
Tocco, Inc.	Office of the Secretary of State of Alabama, UCC Division
TW Manufacturing Co.	Office of the Secretary of State of Ohio, UCC Section
WB&R Acquisition Company, Inc.	Pennsylvania Department of State, UCC Division

## EXHIBIT H

(See Section 4.4 and 4.8 of Security Agreement)

### AMENDMENT

This Amendment, dated \_\_\_\_\_, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated \_\_\_\_\_, between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Administrative Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

\_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# SCHEDULE I TO AMENDMENT

## STOCKS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Certificate Number(s)</u>	<u>Number of Shares</u>	<u>Class of Stock</u>	<u>Percentage of Outstanding Shares</u>

## BONDS

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

## GOVERNMENT SECURITIES

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>

## OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED)

<u>Name of Grantor</u>	<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>

[Add description of custody accounts or arrangements with securities intermediary, if applicable]

**EXHIBIT I**  
**COMMERCIAL TORT CLAIMS**

None.