

11-04-2002



RE

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AnconCCL, Inc.

Individuals Association
 General Partnership Limited Partnership

Corporation - Washington
 Other

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

10-29-02

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

Name: Bankers Trust Company

Internal Address:

Street Address: 130 Liberty Street

City: New York State: NY Zip Code: 10006

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

FILED
OCT 22 10 03
FINANCE SECTION
OCT 22 12 03
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: June 19, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/756367
76/144528

Additional numbers attached? Yes No

Trademark Registration No.(s)

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

Name: Helen Bruno, Senior Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in case of deficiency)

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

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Helen Bruno [Signature] October 29, 2002
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

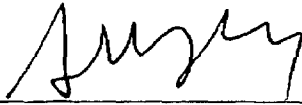
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AnconCCL, Inc., a Washington corporation (the "Grantor") with principal offices at 4204 Meridian Suite 200, Bellingham, Washington 98226 hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States and Canadian patents (the "Patents") set forth on Schedule A attached hereto, (ii) all of the Grantor's right, title and interest in and to the United States and Canadian trademarks, trademark registrations, trademark applications and domain names (the "Marks") set forth on Schedule B attached hereto; (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents and Marks, (iv) the goodwill of the businesses with which the Patents and Marks are associated; and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 16, 2000 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 19th day of June, 2001.

ANCONCCL INC., Grantor

By 

Name: Alan F. Mellroy

Title: Vice President & Chief Financial Officer

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

By _____

Name:

Title:

STATE OF Ohio)
) ss.:
COUNTY OF Montgomery)

On this 19th day of June, 2001, before me personally came Alan F. Mellroy who, being by me duly sworn, did state as follows: that he is Vice President and Chief Financial Officer of AlconCCL Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Linda M. Logan
Notary Public

LINDA M. LOGAN, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 20, 2005



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 16 day of June, 2001.

~~A~~ CONCCCL INC., Grantor

By _____
Name:
Title:

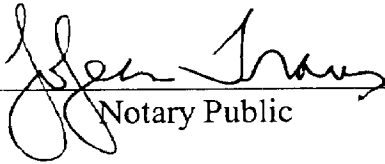
BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

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

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 21 day of JUNE, 2001 before me personally came _____

DIANE F. ROLFE who, being by me duly sworn, did state as follows: that [s]he is VICE PRESIDENT of Bankers Trust Company that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.



Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001

SCHEDULE A

1. U.S. Patent No. 4,666,326
2. U.S. Patent No. 5,046,878
3. U.S. Patent No. 5,776,001
4. Canadian Patent No. 1,314,404
5. Canadian Patent No. 2,183,446

SCHEDULE B

1. BAR LOCK U.S. Ser. # 75/756,367
2. BAR X-L U.S. Ser. # 76/144,528
3. BAR X-L Canada Ser. # 1,098,598
4. www.barlock.com
5. CCL STRESSING SYSTEMS