

12-21-1998

FORM PTO-1594

1-31-92

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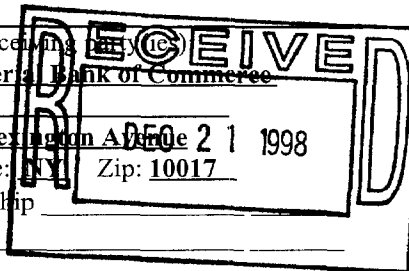
RE



100925238

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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



1. Name of conveying party(ies):

Northern Tube, Inc.

- Individual(s)
- General Partnership
- Corporation --**Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other: _____
- Merger
- Change of Name

Execution Date: July 30, 1998

2. Name and address of receiving party:

Name: Canadian Imperial Bank of Commerce

Internal Address: _____
 Street Address: 425 Lexington Avenue
 City: New York State: NY Zip: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation _____
- Other Canadian Chartered Bank

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

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

A. Trademark Application No. (s)

B. Trademark registration No. (s)

1,811,867
1,283,025

Additional numbers attached? Yes No

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

Name: Claudia Cantarella, Esq.
 Internal Address: Sidley & Austin

Street Address: 875 Third Avenue
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):

\$65.00
 Enclosed
 Charge excess/credit overpayment to deposit account

8. Authorized to be charged to Deposit account number:

50-0643
 (Attached 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.

Claudia Cantarella

Name of Person Signing

Signature

12/16/98

Date

Total number of pages comprising cover sheet 1

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 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).

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01 FC:481 40.00 OP
 02 FC:482 25.00 OP

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TRADEMARK
REEL: 1827 FRAME: 0288

SECOND AMENDED AND RESTATED
NORTHERN TUBE INTELLECTUAL PROPERTY
SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of August 31, 1998, by and between NORTHERN TUBE, INC., a Delaware corporation (the "Grantor") and CANADIAN IMPERIAL BANK OF COMMERCE, as agent for the Lenders (in such capacity, the "Agent") under that certain Amended and Restated Credit Agreement dated as of August 31, 1998 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Metalforming Technologies, Inc. (the "Parent"), MTI Holding Corp. (the "Borrower"), the several banks and other financial institutions from time to time parties to such Agreement (the "Lenders"), and Canadian Imperial Bank of Commerce ("CIBC"), as issuer of certain Letters of Credit (the "Issuer") and as agent for the Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, the Parent entered into a Credit Agreement dated as of July 30, 1998 among the Parent, the Lenders party thereto (the "Existing Lenders") and CIBC, as agent (the "Existing Agent") and as issuer of Letters of Credit (the "Existing Issuer"), pursuant to which the Existing Lenders agreed to provide loans to, and the Existing Issuer agreed to issue Letters of Credit for the account of, the Parent (the "Existing Credit Agreement");

WHEREAS, pursuant to the Existing Credit Agreement, the Grantor was required to enter into an Intellectual Property Security Agreement dated as of July 30, 1998 with the Existing Agent;

WHEREAS, the Existing Agent, the Existing Lenders, the Existing Issuer, the Agent, the Lenders, the Issuer, the Parent and the Borrower entered into the Assignment and Assumption Agreement pursuant to which (a) the Existing Lenders and the Existing Issuer all assigned all their right, title and interest into and under the Existing Credit Agreement, the "Loan Documents" (as defined in the Existing Credit Agreement) and the "Collateral" (as defined in the Existing Credit Agreement) and delegated all their obligations with respect thereto to the Lenders and the Issuer, respectively and the Lenders and the Issuer have accepted such assignment and assumed such obligations and (b) the Parent assigned all of its right, title and interest in, to and under all the foregoing and delegated all its obligations with respect thereto to the Borrower and the Borrower has accepted such assignment and delegation;

WHEREAS, the Borrower and the Lenders entered into the Credit Agreement, pursuant to which the parties amended and restated the Existing Credit Agreement to provide, among other things, for the refinancing of the Loans to the Borrower under the Existing Credit Agreement, such refinancing to be upon the terms and subject to the conditions set forth in the Credit Agreement, and to be evidenced by the notes issued by the Borrower thereunder;

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make Loans to, and the Issuer agreed to issue Letters of Credit for the account of, the Borrower upon the terms and subject to the conditions set forth therein, to be evidenced by the Notes issued by the Borrower thereunder, and the Grantor agreed to guarantee the repayment of the Loans and such Letters of Credit;

WHEREAS, in order to secure the prompt and complete payment, observance and performance of all the Obligations, the Agent and the Lenders required as a condition, among others, to entering into the Credit Agreement that the Grantor execute and deliver the Amended and Restated Intellectual Property Security Agreement dated as of August 31, 1998 (the "Existing Security Agreement");

WHEREAS, the Grantor and the Lenders have severally agreed to amend and restate the Existing Security Agreement to provide, among other things, for the grant of a security interest in the Patents (as defined herein), which was not clearly expressed in the Existing Security Agreement; and

WHEREAS, it is the intent of the parties hereto that this Agreement not constitute a novation, that this Agreement amend and restate in its entirety the Existing Security Agreement and that from and after the date hereof, the Existing Security Agreement be of no force or effect except to evidence the grant thereunder by the Grantor to the Agent of security interests in and against all of the Collateral listed on Schedule A and B attached thereto;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, all terms defined in Article 9 of the Uniform Commercial Code in effect as of the date hereof in the State of New York are used herein as defined therein as of the date hereof.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Intellectual Property. To secure the complete and timely payment, performance and satisfaction of all the Obligations, the Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all the Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (e) all the Grantor's rights corresponding thereto throughout the world (all the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 2(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) rights under or interest in any patent license agreements, trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those patent license agreements, trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, in each case to the extent assignable without violation thereof, together with any goodwill connected with and symbolized by any such license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all the foregoing are hereinafter referred to collectively as the "Licenses"); and

(iii) patents and material patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and material patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements

thereof, (d) all patented technology and know-how, and (e) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing patents and material applications, together with the items described in clauses (a)-(e) in this paragraph 2(iii) are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Restrictions on Future Agreements. The Grantor will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that, without the Agent's prior written consent which will not be unreasonably withheld, it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with any material Patents, Trademarks or Licenses, and in particular, the Grantor will not permit to lapse or become abandoned any Patent, Trademark or License.

4. New Patents, Trademarks and Licenses. The Grantor represents and warrants that (a) the Patents and Trademarks listed on Schedule A include all the registered patents, material patent applications, trademarks, common law trademarks, trademark applications, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all the patent license agreements, trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and which are material individually or in the aggregate to the operation of the business of the Grantor and (c) other than the rights of any party to the Licenses with respect to the Patents, and the Trademarks, no Liens in such Patents, Trademarks and Licenses have been granted by the Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new patentable inventions trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any patent, patent application, license or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent or License or any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new patent license agreement, trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence within 30 days of the occurrence of any such event. The Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future patents, trademarks, registered trademarks, trademark applications, service marks, material patent applications, registered service marks and service mark applications owned or held by Grantor or to prepare this Agreement for filing with the Patent and Trademark Office and by amending Schedule B to include any patent license agreements, trademark license agreements and service mark license agreements to which Grantor becomes a party, which are Trademarks or Licenses under paragraph 2 above or under this paragraph 4, and (ii) by filing with the Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A

or B thereto, as the case may be, such future patents, trademarks, registered trademarks, trademark applications, service marks, material patent applications, registered service marks and service mark applications, and patent license agreements, trademark license agreements and service mark license agreements.

5. Royalties. The Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 13 or pursuant to the Grantor Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent and the Lenders to the Grantor.

6. Further Assignments and Security Interests. The Grantor agrees not to sell or assign its respective interests in, or grant any license under, the Patents, the Trademarks or the Licenses without the prior and express written consent of the Agent.

7. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest; Release of Collateral. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Credit Agreement and the other Loan Documents have been terminated. Upon such termination and at the written request of the Grantor or its successors or assigns, and at the cost and expense of the Grantor or its successors or assigns, the Agent shall execute in a timely manner such instruments, documents or agreements as are necessary or desirable to terminate the Agent's security interest in the Patents, Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the other Loan Documents.

8. Duties of the Grantor. The Grantor shall have the duty (i) to prosecute diligently any material patent application, trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement and (ii) to make any application for and diligently prosecute the registration of (x) any trademark or service mark that the Grantor has not created as of the date hereof which the Agent, after consultation with the Grantor, reasonably determines may have significant value and (y) any unpatented but patentable invention. The Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Agent if such abandonment would have a Material Adverse Effect, and (ii) to use its reasonable best efforts to obtain and maintain in full force and effect the Patents, the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Agent nor any of the Lenders shall have any duty with respect to the Patents, the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Patents, the Trademarks or Licenses against any other parties, but the Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

9. The Agent's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents, the Trademarks and the Licenses and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Agent for all actual costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of counsel for the Agent).

10. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantor specifying such suspension or waiver.

11. Severability. If any provision of this Agreement is held to be prohibited or unenforceable in any jurisdiction the substantive laws of which are held to be applicable hereto, such prohibition or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof and shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. The Grantor agrees, upon the request of the Agent and promptly following such request, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement. The Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in the Grantor's or the Agent's name, from and after the occurrence and during the continuance of an Event of Default, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, (i) to endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use, prosecution or protection of the Trademarks or the Licenses, (ii) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) to grant or issue any exclusive or nonexclusive license under the Patents or the Trademarks or under the Licenses, to anyone on commercially reasonable terms, and (iv) to take any other actions with respect to the Patents or the Trademarks or, to the extent permitted, the Licenses as the Agent

deems in its own or the Lenders' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Lenders under the Grantor Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. If an Event of Default has occurred and is continuing and the Agent has elected to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Patents, the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Patents, the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All the Agent's rights and remedies with respect to the Patents, the Trademarks and the Licenses, whether established hereby, by the Grantor Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that if an Event of Default has occurred and is continuing, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreements and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

14. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of each of the Lenders and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

15. Governing Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the law (without regards to conflict of law provisions (other than Section 5-1401 of the General Obligations Law)) of the State of New York, except for perfection and enforcement of security interests and liens in other jurisdictions to the extent the law of another jurisdiction, is pursuant to the laws of such jurisdiction, mandatorily applicable.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in Section 10.2 of the Credit Agreement.

17. Authority of Agent. The Grantor acknowledges that the rights and responsibilities of the Agent under this Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Agent and the Grantor, the Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

18. Termination; Release. Upon the repayment of all the Obligations in full and the termination of the Commitments, this Agreement shall terminate, and the Agent, at the request and expense of the Grantor, will promptly execute and deliver to the Grantor the proper instruments acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty of any kind) such of the Collateral as may be in the possession of the Agent and has not theretofore been disposed of or otherwise applied or released.

19. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lenders in respect of the Obligations is rescinded or must otherwise be restored or returned by such Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any substantial part of its assets, or upon the entry of an order by a bankruptcy court avoiding payment of such amount, or otherwise, all as though such payments had not been made.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


22. Submission to Jurisdiction and Service of Process. The Grantor agrees that the terms of Section 10.14 of the Credit Agreement with respect to submission to jurisdiction and service of process shall apply equally to this Agreement.

23. Waiver of Bond. The Grantor waives the posting of any bond otherwise required of the Agent in connection with any judicial process or proceeding to realize on any of the Trademarks or Licenses or any other security for the Obligations, to enforce any judgment or other court order entered in favor of the Agent, or to enforce by specific performance, temporary restraining order, or preliminary or permanent injunction, this Agreement or any other agreement or document between the Agent and the Grantor.

24. **WAIVER OF JURY TRIAL.** EACH OF THE BORROWER AND THE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE AGENT AND THE BORROWER ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER THE BORROWER OR THE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NORTHERN TUBE, INC.

By: 
Name: David Reismeyer
Title: Vice President

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NORTHERN TUBE, INC.

By: _____

Name:

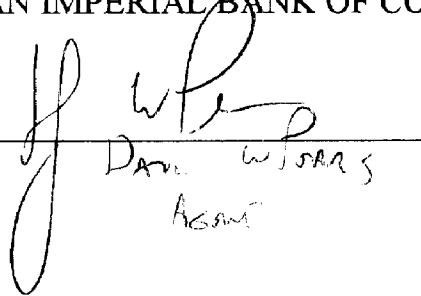
Title:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By: _____

Name:

Title:



Dawn Wilson
Agent

Schedule A
to
Intellectual Property Security Agreement

Dated as of August 31, 1998

Trademarks, etc., and Applications

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
Northern Tube	USA	74/364,750	1,811,867
Northern Tube	Mexico	168596	441781
Northern Tube	Canada	726193	TMA439,781
Northern Tube and Design	USA	392,435	1,283,025
Northern Tube and Design	Mexico	163,934	439041
Northern Tube and Design	Canada	724,674	TMA429,095

Patents and Applications

See attached summary of patents

AP No.	TITLE	COUNTRY	App. No.	App. Date	Pat. No.	Pat. Date	Extension	Doc. No.
AP-108	NT Double Walled Tubing and Process For Producing Same	USA	061735,991	26 SE 1972	4,981,061	20 NOV 1974	21 SE 1980	70991-0139
AP-108	NT Double Walled Tubing and Process For Producing Same	CANADA	470566	28 JAN 1973	1193818	24 SE 1975	21 SE 1980	70991-0140
AP-108A	NT Double Walled Tubing	USA	061427,970	03 JUL 1974	4,538,721	17 DE 1976	11 DE 1981	70991-0141
AP-120	NT Apparatus for Bending Rectangular Tubes	USA	061984,974	14 IL 1976	4,740,213	17 MAY 1978	14 R 1986	70991-0161
AP-120	NT Apparatus for Bending Rectangular Tubes	CANADA	519333	19 SE 1986	1274513	20 NOV 1990	20 NOV 2007	70991-0162
AP-120A	NT Apparatus for Bending Rectangular Tubes	CANADA	615710	13 AP 1990	1309002	20 OC 1992	20 OC 2009	70991-0163
AP-120	NT Apparatus for Bending Rectangular Tubes	USA	070053,003	23 MAY 1977	4,732,075	22 MR 1978	22 MAY 2007	70991-0180
AP-123	NT Precision Bending Apparatus and Process	CANADA	545456	26 AU 1977	1271361	11 AU 1979	13 AU 1988	70991-0184
AP-123	NT Precision Bending Apparatus and Process	USA	070995,043	17 AU 1979	4,939,984	02 OC 1990	17 AU 2007	70991-0188
AP-150	NT Precision Bending Apparatus	CANADA	2003171	11 JUL 1989	2001178	16 NOV 1997	11 DE 2002	70991-0289
AP-150	NT Precision Bending Apparatus	USA	081336,243	19 DE 1974	5,491,083	20 SE 1976	19 DE 2014	70991-0284
AP-165	NT Method of Manufacturing a Non-linear Composite Tube	CANADA	2130760	08 JUL 1993				70991-0285

4195-078

Schedule B
to
Intellectual Property Security Agreement

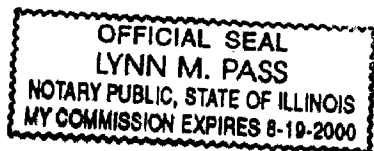
Dated as of August 31, 1998

License Agreements

Patent License Agreement, dated as of July 30, 1998, between the Borrower and AP Parts Manufacturing Company.

STATE OF Illinois)
COUNTY OF Cook) SS

On the 7th day of December, 1998, before me personally came David W. Riesmeyer ^{TO}
me known, who being by me duly sworn, did depose and say that he/she resides at
Chicago, Illinois; that he/she is the Exec President of Northern Tube,
Inc., the corporation described in and which accepted and agreed to the foregoing instrument; and
that he/she signed his/her name thereto by authority of the board of directors of said general
partner.



Lynn M. Pass
Notary Public