

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings = = =

MR RECC 7/2/99

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EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

7-2-99

ed original documents or copy thereof.

1. Name of conveying party(ies): SOFF-CUT INTERNATIONAL, INC. 1112 Olympic Drive Corona, California 91719

Individual(s) Association General Partnership Limited Partnership Corporation-State - Delaware Other Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: June 24, 1999

2. Name and address of receiving party(ies)

Name: FLEET CAPITAL CORPORATION, AS AGENT Internal Address: Suite 400 Street Address: 15260 Ventura Boulevard City: Sherman Oaks State: CA ZIP: 91403

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Rhode Island Other

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 patent number(s): A. Trademark Application No.(s) Please see attached Schedule A.

B. Trademark Registration No.(s) Please see attached Schedule A.

Additional numbers attached? Yes No

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

Name: BROBECK, PHLEGER & HARRISON LLP Internal Address: Attn: Kimberley A. Lathrop Street Address: 550 South Hope Street City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

01 FC:481 40.00 OP 02 FC:482 75.00 OP

DO NOT USE THIS SPACE

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.

Kimberley A. Lathrop Signature Date 06-30-99

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be recorded with required cover sheet information to: Office of Patents & Trademarks, Box Assignments

SCHEDULE A
(Trademark Applications/Registrations)

See Attached

Trademark Applications/Registration

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
USA	SOFF-CUT	7: Power saws and accessories therefor, namely blades and skids.	Registered	1630603	03/30/90	01/08/91	Debtor
Benelux	SOFF-CUT	7: Power saws and accessories therefor including blades and skids, machine and machine tools; motors; machine coupling and belting; agricultural implements; incubators for eggs	Registered	489969	10/23/90	10/23/90	Debtor
China	SOFF-CUT	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines	Registered	1151052	10/04/96	02/14/98	Debtor
China	SOFF	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines; saws; blades, blade holders; tools for cutting; cutting machines; skids and runners	Registered	1167282	03/18/97	04/14/98	Debtor
China	SOFF (Chinese Characters)	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines; saws; blades, blade holders; tools for cutting; cutting machines; skids and runners	Registered	1167281	03/18/97	04/14/98	Debtor
Spain	SOFF-CUT	7: Machines and machine tools, including power saws and accessories therefor, such as blade; and skids; motors; coupling and transmission belts; agricultural instruments; egg incubators	Registered	1559496	03/29/90	04/05/93	Debtor

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
Korea	SOFF-CUT	38: Power saws, saw blades, skid plates, road repairing machine, road paving machine, dredging machine, and nailing gun	Registered	220637	03/24/90	09/02/91	Debtor
Mexico	SOFF-CUT	7: Concrete saws and accessories, including blades and skid plates	Pending	SN 290958	03/26/97		Debtor
Sweden	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	228598	03/30/90	12/06/91	Debtor
USA	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	1658638	05/14/90	09/24/91	Debtor
Australia	SOFF-T-CUT	7: Saw blades used with concrete cutting saws; and all other goods in this class	Registered	A544594	10/24/90	10/24/90	Debtor
Benelux	SOFF-T-CUT	7: Power saws and accessories therefore including blades and skids, machine and machine tools; motors; machine coupling and belting; agricultural implements; incubators for eggs	Registered	490795	10/25/90	10/25/90	Debtor
France	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	1631019	05/14/90	10/24/90	Debtor
Germany	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	2103384	10/31/90	04/28/92	Debtor
Japan	SOFF-T-CUT	9: Saw blades for use in cutting concrete and others included in this class	Registered	2525378	11/14/90	04/28/93	Debtor
Brazil	SOFF-CUT	8: Portable tools and instruments driven by hand-power, hardware in general; and cutlery products, except for surgical and domestic use	Registered	816648964	03/23/92	05/24/94	Debtor
USA	SOFF-CUT	7: Rotary power saws for cutting unhardened concrete	Registered	1547074	05/04/88	07/11/89	Debtor
California	SOFF-CUT	7: Saw for cutting unhardened concrete	Registered	88237	06/10/88	07/28/88	Debtor
USA	SOFF-CUT	28: Golf clubs, golf putters, and golf club head covers	Registered	1856851	11/09/93	10/04/94	Debtor

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
Australia	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	A505179	02/20/89	03/01/91	Debtor
Canada	SOFF-CUT	7: Power saws and accessories therefor namely blades and skids	Registered	TMA372685	02/20/89	08/31/90	Debtor
United Kingdom	SOFF-CUT	7: Power saws and parts and fittings therefor, all included in this class	Registered	1373831	02/22/89	02/22/89	Debtor
France	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	1531061	02/22/89	02/22/89	Debtor
Germany	SOFF-CUT	7: Power saws, in particular power saws driven by electricity or fuel; parts and accessories therefor; namely blades and skids	Registered	1147687	02/24/89	02/24/89	Debtor
Italy	SOFF-CUT	7 & 8: Power saws and accessories therefor including blades and skids; all other goods in Classes 7 and 8	Registered	560810	02/24/89	02/18/92	Debtor
Japan	SOFF CUT	9: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	2369296	02/18/89	01/31/92	Debtor

**This mark was registered without the "Inc." in the company name. The foreign associates have been adding the "Inc." as the registrations come up for renewal.

LOA-1056.DOC
031899

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 24, 1999, is made by **SOFF-CUT INTERNATIONAL, INC.**, a Delaware corporation ("Debtor"), in favor of **FLEET CAPITAL CORPORATION**, a Rhode Island corporation ("Fleet"), as agent for the Lender Group (in such capacity, together with its successor, if any, in such capacity, "Secured Party").

RECITALS

A. Debtor and the Lender Group have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented, modified, renewed, extended, or refinanced from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Debtor, and Debtor has granted to Secured Party for the benefit of the Lender Group a security interest in (among other things) all of the general intangibles of Debtor.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and related general intangibles described herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning set forth in Section 8.

"Lender Group" shall mean, individually and collectively, each of the Lenders and Fleet, in its capacity as "Agent" (as such term is defined in the Loan Agreement) for the Lenders.

"Lenders" means, individually and collectively, each of the financial institutions (including Fleet) listed on the signature pages of the Loan Agreement and any other Person made a party thereto in accordance with the provisions of Section 12.4 thereof (together with their respective successors and assigns).

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at California UCC Section 9306, all

insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of Secured Party for the benefit of the Lender Group (whether under California law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Grant of Security Interest. To secure the payment and performance of the Secured Obligations, Debtor hereby grants to Secured Party for the benefit of the Lender Group a security interest in, all of such Debtor's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising, and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by that Debtor (unless otherwise prohibited by any license or related licensing agreement under

circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitting termination of the license for breach and where the licensor is not an affiliate of a Debtor), and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof but excluding each application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark, and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of that Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of that Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact.

Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of the security interest held by Secured Party for the benefit of the Lender Group in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of Debtor, or in the name of Secured Party or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the security interest held by Secured Party for the benefit of the Lender Group in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which

Secured Party may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral (it being understood that so long as no Event of Default has occurred and is continuing, that Debtor may grant or issue licenses in the ordinary course of business with respect to the Trademark Collateral), and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to the Lender Group as follows:

(a) No Other Trademarks. Except as set forth in Schedule A, as supplemented from time to time, there are no Trademarks that currently are registered, or for which any currently pending application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. or foreign jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) or used by that Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in default of any of its obligations thereunder and, other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of Debtor's right, title, and interest in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Secured Party written notice of the occurrence of any Material Adverse Change with respect to any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks as to which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations (other than Contingent Surviving Obligations) shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new material Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Secured Party prompt notice thereof. Debtor shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on that Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party and Lender Group. Notwithstanding any provision contained in this Agreement, neither Secured Party nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party or any member of the Lender Group hereunder or in connection herewith, neither Secured Party nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. Upon an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and any license agreement related thereto, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured

Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successors, permitted assignees, or trustees in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the material infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such material infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Secured Party and their respective successors and permitted assigns.

11. Notices. All notices and other communications hereunder to or from Secured Party or Debtor shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. 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 but one and the same agreement.

16. Loan Agreement. Debtor acknowledges that the rights and remedies of Secured Party and the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the indefeasible payment in full of the Secured Obligations (other than Contingent Surviving Obligations), including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at the Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party for the benefit of the Lender Group hereunder.

[remainder of page intentionally left blank]

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

SECURED PARTY

FLEET CAPITAL CORPORATION, a Rhode Island
corporation, as agent for the Lender Group.

By: 

Title: V.P.

DEBTOR

SOFF-CUT INTERNATIONAL, INC., a Delaware
corporation

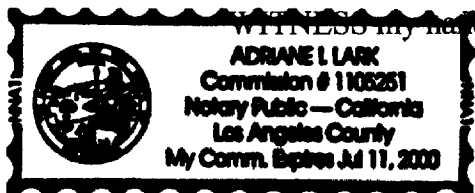
By: 

Title: President & Secretary

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On June 23, 1999, before me, Adriane I. Lark, Notary Public, personally appeared Steven Sebastian, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read "Adriane I. Lark".

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

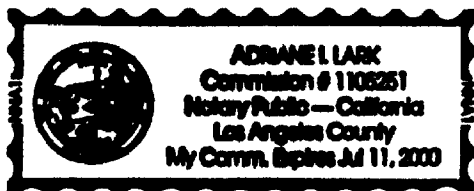
On June 21, 1999, before me, Adriane I. Lark, Notary Public, personally appeared James Karrowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

A handwritten signature in cursive script, appearing to read "Adriane I. Lark".

[SEAL]



**SCHEDULE A
(Trademark Applications/Registrations)**

See Attached

Trademark Applications/Registration

SAB

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
USA	SOFF-CUT	7: Power saws and accessories therefor, namely blades and skids.	Registered	1630603	03/30/90	01/08/91	Debtor
Benelux	SOFF-CUT	7: Power saws and accessories therefore including blades and skids, machine and machine tools; motors; machine coupling and belting; agricultural implements; incubators for eggs	Registered	489969	10/23/90	10/23/90	Debtor
China	SOFF-CUT	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines; saws; blades; blade holders; tools for cutting; cutting machines; skids and runners	Registered	1151052	10/04/96	02/14/98	Debtor
China	SOFF	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines; saws; blades; blade holders; tools for cutting; cutting machines; skids and runners	Registered	1167282	03/18/97	04/14/98	Debtor
China	SOFF (Chinese Characters)	7: Concrete processing machines, tools for shaping concrete; apparatus for mobilizing or stabilizing concrete processing machines; saws; blades; blade holders; tools for cutting; cutting machines; skids and runners	Registered	1167281	03/18/97	04/14/98	Debtor
Spain	SOFF-CUT	7: Machines and machine tools, including power saws and accessories therefor, such as blade; and skids; motors; coupling and transmission belts; agricultural instruments; egg incubators	Registered	1559496	03/29/90	04/05/93	Debtor

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
Korea	SOFF-CUT	38: Power saws, saw blades, skid plates, road repairing machine, road paving machine, dredging machine, and nailing gun	Registered	220637	03/24/90	09/02/91	Debtor
Mexico	SOFF-CUT	7: Concrete saws and accessories, including blades and skid plates	Pending	SN 290958	03/26/97		Debtor
Sweden	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	228598	03/30/90	12/06/91	Debtor
USA	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	1658638	05/14/90	09/24/91	Debtor
Australia	SOFF-T-CUT	7: Saw blades used with concrete cutting saws; and all other goods in this class	Registered	A544594	10/24/90	10/24/90	Debtor
Benelux	SOFF-T-CUT	7: Power saws and accessories therefore including blades and skids; machine and machine tools; motors; machine coupling and belting; agricultural implements; incubators for eggs	Registered	490795	10/25/90	10/25/90	Debtor
France	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	1631019	05/14/90	10/24/90	Debtor
Germany	SOFF-T-CUT	7: Saw blades for use in cutting concrete	Registered	2103384	10/31/90	04/28/92	Debtor
Japan	SOFF-T-CUT	9: Saw blades for use in cutting concrete and others included in this class	Registered	2525378	11/14/90	04/28/93	Debtor
Brazil	SOFF-CUT	8: Portable tools and instruments driven by hand-power; hardware in general; and cutlery products, except for surgical and domestic use	Registered	816648964	03/23/92	05/24/94	Debtor
USA	SOFF-CUT	7: Rotary power saws for cutting unhardened concrete	Registered	1547074	05/04/88	07/11/89	Debtor
California	SOFF-CUT	7: Saw for cutting unhardened concrete	Registered	88237	06/10/88	07/28/88	Debtor
USA	SOFF-CUT	28: Golf clubs, golf putters, and golf club head covers	Registered	1856851	11/09/93	10/04/94	Debtor

Jurisdiction	Mark	Class/Goods	Status	Application No./ Registration No.	Filing Date	Registration Date	Debtor
Australia	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	A505179	02/20/89	03/01/91	Debtor
Canada	SOFF-CUT	7: Power saws and accessories therefor namely blades and skids	Registered	TMA372685	02/20/89	08/31/90	Debtor
United Kingdom	SOFF-CUT	7: Power saws and parts and fittings therefor, all included in this class	Registered	1373831	02/22/89	02/22/89	Debtor
France	SOFF-CUT	7: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	1531061	02/22/89	02/22/89	Debtor
Germany	SOFF-CUT	7: Power saws, in particular power saws driven by electricity or fuel; parts and accessories therefor; namely blades and skids	Registered	1147687	02/24/89	02/24/89	Debtor
Italy	SOFF-CUT	7 & 8: Power saws and accessories therefor including blades and skids; all other goods in Classes 7 and 8	Registered	560810	02/24/89	02/18/92	Debtor
Japan	SOFF CUT	9: Power saws and accessories therefor including blades and skids; all other goods in this class	Registered	2369296	02/18/89	01/31/92	Debtor

**This mark was registered without the "Inc." in the company name. The foreign associates have been adding the "Inc." as the registrations come up for renewal.

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