

05-01-2001

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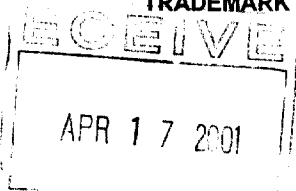
U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101695447

4.17.01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

7738774

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002283 FRAME: 0712

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,238,274"/>	<input type="text" value="2,208,606"/>	<input type="text" value="2,235,728"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Linda A. Heban

Name of Person Signing

Signature

4/16/01

Date Signed

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 30, 2001 (this "Agreement"), is between Pinkert Industrial Group, LLC, an Illinois limited liability company, as grantor (the "Company"), and LaSalle Bank National Association, a national banking association, as agent (in such capacity, the "Agent") for the Banks (as defined below).

PRELIMINARY STATEMENTS:

1. The Company and Holco Corporation, an Illinois corporation ("Holco"), as borrowers, the financial institutions that are or may from time to time become parties thereto, as lenders (collectively, the "Banks"), and the Agent have entered into the Credit Agreement dated as of March 30, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), under which the Banks have agreed, on certain terms and subject to certain conditions, to make loans and other extensions of credit to the Company.

2. Under the Security Agreement, dated as of March 30, 2001 (the "Security Agreement"), between the Company and Holco, as grantors, and the Agent, the Company has granted the Agent a security interest in substantially all of the Company's assets.

3. It is a condition precedent to the initial advances under the Credit Agreement that the Company execute this Agreement in favor of the Agent.

AGREEMENT:

In consideration of the foregoing and the mutual agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

2. Grant of Security Interest. To secure its liabilities and obligations under the Credit Agreement and the other Loan Documents, the Company mortgages and pledges to the Agent for the benefit of the Banks and grants the Agent for the benefit of the Banks a security interest in all of the Company's right, title and interest in, to and under (i) each trademark, trademark application and trademark license and service mark license listed on the attached Schedules I, II and III, including, without limitation, all proceeds of such trademarks, trademark applications and trademark licenses and service mark licenses (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to such trademarks, trademark applications and trademark licenses and service mark licenses throughout the world and all re-issues, extensions and renewals of such trademarks, trademark applications and trademark licenses and service mark licenses (collectively, the "Trademarks") and (ii) the goodwill of the business connected with the use of, and symbolized by, each Trademark. Until an Event of Default occurs, the Company retains its rights in the Trademarks and may use and possess the Trademarks until such time.

3. Representations and Warranties. The Company represents and warrants that, from and after the date of this Agreement, (i) the Trademarks listed on Schedule I and II include all of the Trademark now owned or held by the Company, (ii) the trademark licenses and service mark licenses listed on Schedule III include all of the trademark license agreements and service mark licenses under which the Company is the licensee or licensor and (iii) no Liens, claims or encumbrances in such Trademarks have been granted by the Company to any Person or asserted by any Person against the Company other than the Agent, except for Liens permitted under Section 10.8 of the Credit Agreement.

4. New Trademarks. If, prior to the termination of this Agreement, the Company (i) obtains rights to any new Trademarks, (ii) becomes entitled to the benefit of any Trademarks, whether as licensee or licensor or (iii) enters into any new trademark license agreement or service mark license agreement, the provisions of Section 2 automatically apply thereto. The Company will give to the Agent written notice of events described in clauses (i)-(iii) above promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Company authorizes the Agent to modify this Agreement unilaterally (a) by amending Schedule I or II to include any future Trademarks and by amending Schedule III to include any future trademark license agreements or service mark license agreements and (b) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule I, II or III thereto, as the case may be, such future Trademarks.

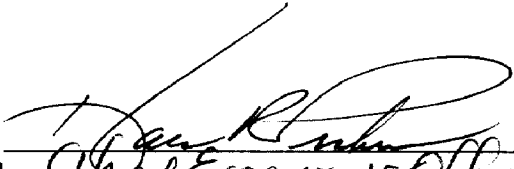
5. Remedies. The Company and the Agent further acknowledge and affirm that the rights and remedies of the Agent after the occurrence of an Event of Default with respect to the assignment of and security interest in the Trademarks made and granted by this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated in this Agreement by reference.

6. Termination. Following the termination of the Credit Agreement in accordance with its terms, upon the request (and at the expense) of the Company, the Trademarks and any and all financing statements filed on behalf of the Agent will be automatically reassigned to the Company or terminated, and the Agent will execute such instruments as may be reasonably requested to evidence such reassignment or termination in accordance with the terms set forth in the Credit Agreement.


* * * * *

Delivered as of the day and year first above written.

PINKERT INDUSTRIAL GROUP, LLC

By 
Title Chief Executive Officer

LASALLE BANK NATIONAL
ASSOCIATION, as Agent

By 
Title Loan Officer

STATE OF: Illinois)
COUNTY OF: Cook)

The foregoing Trademark Security Agreement was acknowledged before me this ___ day of March, 2001, by DALE PINKERT, the Chief Executive Officer of Pinkert Industrial Group, LLC, an Illinois limited liability company, on behalf of such corporation.

Susan L. Aardema
Notary Public



STATE OF: ILLINOIS)

COUNTY OF: COOK)

The foregoing Trademark Security Agreement was acknowledged before me this 30th day of March, 2001, by Amy Damitio, the LOAN OFFICER of LaSalle Bank National Association, on behalf of such association.

Susan L. Aardema

Notary Public

My commission expires:



TRADEMARK
REEL: 002283 FRAME: 0719

SCHEDULE I
Registered Trademarks

Attached.

SCHEDULE I
Registered Trademarks

U.S. TRADEMARKS

MARK	APP. NO. FILE DATE	REG. NO. ISSUE DATE
LEAVITT	75/346,352 08/25/97	2,238,274 04/13/99
TUBE MAN (design)	75/346,353 08/25/97	2,208,606 12/08/98
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design)	75/346,510 08/25/97	2,235,728 03/30/99

FOREIGN TRADEMARKS

MARK	APP. NO. DATE FILED	APP. NO. ISSUE DATE
LEAVITT (Mexico)	315,260 11/25/97	571,328 02/27/98
TUBE MAN (design) (Mexico)	315,262 11/25/97	648,754 03/30/00
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design) (Mexico)	315,261 11/25/97	648,753 03/30/00

LEAVITT (Canada)	858,366 10/09/97	Pending
TUBE MAN (design) (Canada)	858,365 10/09/97	Pending
LEAVITT THE TUBE PEOPLE COMMITTED TO EXCELLENCE WHERE SERVICE IS OUR OBSESSION (design) (Canada)	858,321 10/09/97	

TRADEMARK
REEL: 002283 FRAME: 0723

SCHEDULE II
Trademarks Pending

None.

SCHEDULE III
Trademark Licenses; Service Mark Licenses

None.