

08-30-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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):

MILACRON INDUSTRIAL PRODUCTS, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Security Agreement Amendment

Execution Date: 8/8/2002

2. Name and address of receiving party(ies)

Name: DeutscheBank Trust Company Americas

Internal Address: as Administrative Agent

Street Address: 130 Liberty Street

City: New York State: NY Zip: 10006

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NY 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 registration number(s):

A. Trademark Application No.(s) See Exhibit A attached hereto

B. Trademark Registration No.(s) See Exhibit A attached hereto

Additional number(s) attached Yes No

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

Return To: LexisNexis Document Solution: 125 Park Avenue New York, NY 10017 Phone: (212) 355-3479



4031702 - 2

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 3.41): \$ 940.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maureen P. Murphy Name of Person Signing

Maureen P. Murphy Signature

August 28, 2002 Date

Total number of pages including cover sheet, attachments, and document.

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/03/2002 GTOW11 00000047 1020913

01 FC:481 40.00 DP 02 FC:482 900.00 DP

TRADEMARK REEL: 002572 FRAME: 0613

Exhibit A

Transferred Trademarks

Fluids

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
United States of America						
	CENTER SAVER	17031	3/25/74	1020913	9/23/75	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCHEK	75/655815	3/8/99	2332117	3/21/00	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCLEAN	222662	7/6/65	810254	6/21/66	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCOOL	340368	10/10/69	904116	12/15/70	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCOOL	478857	1/22/45	415093	7/10/45	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCOOL ADVTANGE & DESIGN	75/036639	12/26/95	2116754	11/25/97	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMCOOL FIVE STAR	193630	5/18/64	782291	12/29/64	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMDRAULIC	445030	9/23/83	1316374	1/29/85	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMFLO	222663	7/6/65	813829	8/30/66	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMFREE	123604	4/21/77	1087532	3/21/78	MILACRON INDUSTRIAL PRODUCTS, INC.
	CIMGUARD	148142	7/2/62	757107	9/24/63	MILACRON INDUSTRIAL PRODUCTS, INC.
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	JOB SHOP MALL	75/625095	1/22/99	2466951	7/10/01	MILACRON INDUSTRIAL PRODUCTS, INC.

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	MILCOOL	488956	2/14/94	1892897	5/9/95	MILACRON INDUSTRIAL PRODUCTS, INC.
	MILFORM	75/309375	6/16/97	2366656	7/11/00	MILACRON INDUSTRIAL PRODUCTS, INC.
	MILHONE	488955	2/14/94	1892896	5/9/95	MILACRON INDUSTRIAL PRODUCTS, INC.
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	MILPRO	75/655816	3/8/99	2364181	7/4/00	MILACRON INDUSTRIAL PRODUCTS, INC.
	MILQUENCH	488958	2/14/94	1884541	3/21/95	MILACRON INDUSTRIAL PRODUCTS, INC.
	MSL	350068	2/12/82	1246144	7/26/83	MILACRON INDUSTRIAL PRODUCTS, INC.
	QUAL STAR	510746	11/26/84	1338651	6/4/85	MILACRON INDUSTRIAL PRODUCTS, INC.
	QUANTALUBE	75/697465	5/3/99	2359901	6/20/00	MILACRON INDUSTRIAL PRODUCTS, INC.

Abrasives

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
United States of America						
	CIMFORM	51194	5/2/75	1034606	3/2/76	MILACRON INDUSTRIAL PRODUCTS, INC.
	DATA PRIME	75/387426	11/10/97	2391910	10/3/00	MILACRON INDUSTRIAL PRODUCTS, INC.
	EXCALIBUR	74/583104	10/6/94	1978927	6/4/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	FIN-TECH	74/583103	10/6/94	1978926	6/4/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	PREDICT-A-GRIND	75/034154	12/18/95	2026925	12/31/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	TOOLMASTER	74/081892	7/25/90	1789841	8/24/93	MILACRON INDUSTRIAL PRODUCTS, INC.
	VIDA	286628	6/19/92	1809910	12/7/93	MILACRON INDUSTRIAL PRODUCTS, INC.

SECURITY AGREEMENT AMENDMENT

This Security Agreement Amendment (the "**Amendment**") dated as of August 8, 2002, by and among MILACRON INC., a Delaware corporation (the "**Borrower**"), and EACH OF THE DESIGNATED SUBSIDIARIES LISTED ON THE SIGNATURE PAGES HERETO OR OTHER ENTITIES FROM TIME TO TIME PARTY THERETO BY EXECUTION OF A JOINDER AGREEMENT (collectively, the "**Designated Subsidiaries**"; together with the Borrower, the "**Pledgors**"), as pledgors, assignors and debtors, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS (f/k/a Bankers Trust Company), a New York banking corporation, in its capacity as administrative agent, pledgee, and secured party (in such capacities and together with any successors in such capacities, the "**Administrative Agent**") for the benefit of the Secured Parties. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

R E C I T A L S :

WHEREAS the Pledgors and the Administrative Agent are parties to that certain security agreement dated as of October 25, 2001 (the "**Original Security Agreement**"; the Original Security Agreement as amended by this Amendment and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS pursuant to that certain letter agreement dated as of June 17, 2002, among Milacron Inc., Milacron Kunststoffmaschinen Europa GmbH, Milacron Metalworking Technologies Holding GmbH and Milacron B.V., the Administrative Agent, PNC Bank, as documentation agent and the lending institutions from time to time party to the Credit Agreement (the "**Letter Agreement**"). Valenite U.S.A. Inc., in order to effect the Valenite Transaction (as defined in the Letter Agreement), transferred all of the Intellectual Property Collateral relating to the industrial fluids and bonded abrasives businesses of Cimcool Industrial Products Inc. that immediately prior to the transfers described in the Letter Agreement was owned by Valenite U.S.A. Inc., including, without limitation, the Trademarks listed on Exhibit A attached hereto (the "**Transferred Trademarks**") and the Patents listed on Exhibit B attached hereto (the "**Transferred Patents**"; together with the Transferred Trademarks and the other Intellectual Property Collateral described in this sentence, the "**Transferred Intellectual Property Collateral**") to Milacron Inc., in each case, subject to the Lien on and security interest in the Transferred Intellectual Property Collateral granted to the Administrative Agent pursuant to the Security Agreement. Thereafter, Milacron Inc. transferred the Transferred Intellectual Property Collateral to Milacron Industrial Products, Inc. ("**MIP**") , in each case, subject to the Lien on and security interest in the Transferred Intellectual Property Collateral granted to the Administrative Agent pursuant to the Security Agreement.

WHEREAS the Pledgors and Administrative Agent desire to amend the Original Security Agreement to, among other things, continue and confirm the pledge of and security interest in the Transferred Intellectual Property Collateral pursuant to the Original Security Agreement to the Administrative Agent for the benefit of the Secured Parties as security for the payment and performance of the Secured Debt.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T :

1. **Amendment.**

The Security Agreement is hereby amended as follows:

a. Schedule 1.1(c) to the Security Agreement is hereby amended by deleting each reference to "Valenite U.S.A. Inc." therein under the categories "Initial Patents (Fluids)" and "Initial Patents (Abrasives)" and replacing such reference with "Milacron Industrial Products, Inc."

b. Schedule 1.1(e) to the Security Agreement is hereby amended by deleting each reference to "Valenite U.S.A. Inc." therein under the categories "Initial Trademarks (Fluids)" and "Initial Trademarks (Abrasives)" and replacing such reference with "Milacron Industrial Products, Inc."

2. **Pledged Collateral.**

a. Each Pledgor represents, warrants and covenants (as applicable) as follows:

(i) Other than the filing of this Amendment with the United States Patent and Trademark Office and, with respect to the Transferred Intellectual Property Collateral that does not consist of United States Trademarks and United States Patents, the continuation of the UCC-1 financing statement filed with the Secretary of State of Michigan as file # 31610C on December 6, 2001 in accordance with the provisions of applicable law, no other action or filing, recording or registration is necessary to maintain the validity, perfection or priority of the security interest granted to the Administrative Agent pursuant to the Original Security Agreement on the Transferred Intellectual Property Collateral.

(ii) The Transferred Intellectual Property Collateral constitutes all of the Intellectual Property Collateral relating to the industrial fluids and bonded abrasives businesses of Cim-cool Industrial Products Inc. that immediately prior to the transfers described in the Letter Agreement were owned by Valenite U.S.A. Inc.

b. MIP hereby (i) acknowledges and agrees that it has acquired title to the Transferred Intellectual Property Collateral from Valenite U.S.A. Inc. (through Milacron Inc.) subject to the Lien thereon and security interest therein granted to the Administrative Agent pursuant to the Original Security Agreement, (ii) confirms and continues the Lien on and security interest in the Transferred Intellectual Property Collateral granted to the Administrative Agent pursuant to the Original Security Agreement as security for the payment and performance of the Secured Debt and (iii) acknowledges and agrees that the Transferred Intellectual Property Collateral shall constitute Intellectual Property Collateral pledged by it pursuant to the Security Agreement subject to the Lien and security interest created by the Security Agreement.

c. Each Pledgor hereby consents to any and all filings, registrations and recordings (including the filing of this Amendment with the United States Patent and Trademark Office in order to confirm the creation and perfection of the security interest in and Lien created on the Transferred Intellectual Property Collateral consisting of United States Trademarks and United States Patents) as the Administrative Agent may deem necessary or appropriate in order to confirm, create, preserve, protect and perfect the security interest and Lien granted by such Pledgor to the Administrative Agent pursuant to the Security Agreement.

d. MIP shall (i) contemporaneously with the execution and delivery of this Amendment deliver to the Administrative Agent on behalf of itself and the other Secured Parties a written opinion of counsel in form and substance reasonably satisfactory to the Administrative Agent with respect to the creation and perfection of the security interest in the Transferred Intellectual Property Collateral and with respect to the filings with the United States Patent and Trademark Office, (ii) within 10 days of the execution and delivery of this Amendment, use commercially reasonable efforts to obtain from a Michigan law firm reasonably acceptable to each of the Administrative Agent and the Borrower a written opinion of counsel in form and substance reasonably acceptable to the Administrative Agent relating to the continued validity and perfection of the security interest and lien granted to the Administrative Agent (for its benefit and for the benefit of the Secured Parties) pursuant to the Original Security Agreement on the Transferred Intellectual Property Collateral, provided that (A) nothing in this clause (ii) will require the Pledgors to request more than one law firm reasonably acceptable to the Borrower and the Administrative Agent to deliver such opinion; it being understood that in the event such law firm fails to provide such opinion, the Borrower agrees to engage at its sole cost and expense a law firm reasonably acceptable to the Administrative Agent and the Borrower and suggested by the Administrative Agent to provide such opinion and (B) notwithstanding anything in clause (A) above, the Pledgors shall not be obligated to pay in excess of \$12,500 in the aggregate to obtain such opinion and (iii) undertake any action or filing, recording or registration that is necessary or appropriate in the reasonable opinion of the Administrative Agent, in order to protect, confirm, create, preserve, protect and perfect such security interest and lien, and each other Pledgor hereby covenants and agrees to take or cause to be taken or file, record or register or cause to be filed, recorded or registered such actions, recordings, filings or registrations in order to protect, confirm, create, preserve, protect and perfect such security interest and lien.

3. Miscellaneous.

a. This Amendment shall not constitute a consent to or waiver or modification of any provision, term or condition of the Security Agreement except as expressly provided herein.

b. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Security Agreement shall remain in full force and effect except as expressly provided herein.

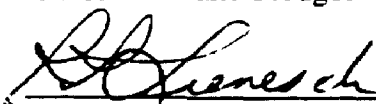
c. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

d. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

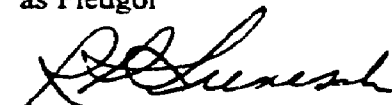
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

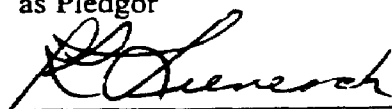
MILACRON INC.,
as Borrower and Pledgor

By: 
Name: Robert P. Lienesch
Title: Vice President - Finance and
Chief Financial Officer

CIMCOOL INDUSTRIAL PRODUCTS INC.,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

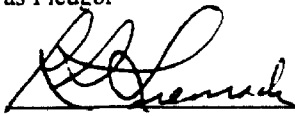
MILACRON PLASTICS TECHNOLOGIES GROUP
INC.,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

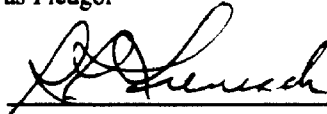
MILACRON CAPITAL HOLDINGS B.V.,
as Pledgor

By: _____
Name: Gerard Van Deventer
Title: Managing Director

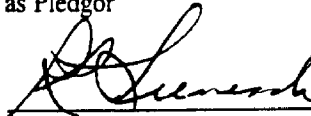
MILACRON INDUSTRIAL PRODUCTS, INC.,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

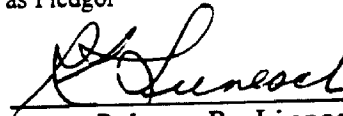
UNILOY MILACRON INC.,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

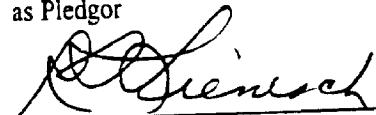
MILACRON MARKETING COMPANY,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

D-M-E COMPANY,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

D-M-E MANUFACTURING INC.,
as Pledgor

By: 
Name: Robert P. Lienesch
Title: Treasurer

D-M-E U.S.A. INC.,

as Pledgor

By: 

Name: Robert P. Lienesch

Title: Treasurer

UNILOY MILACRON U.S.A. INC.,

as Pledgor

By: 

Name: Robert P. Lienesch

Title: Treasurer

OAK INTERNATIONAL INC.,

as Pledgor

By: 

Name: Robert P. Lienesch

Title: Treasurer

TALBOT HOLDINGS, LTD.,

as Pledgor

By: 

Name: Robert P. Lienesch

Title: Treasurer and Assistant Secretary

AUTOJECTORS, INC.,

as Pledgor

By: 

Name: Robert P. Lienesch

Title: Treasurer

FASTCUT TOOL CORPORATION,

as Pledgor

By:



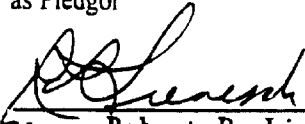
Name: Robert P. Lienesch

Title: Treasurer and Assistant Secretary

NORTHERN SUPPLY COMPANY, INC.,

as Pledgor

By:



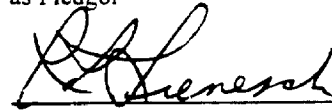
Name: Robert P. Lienesch

Title: Treasurer

MILACRON INTERNATIONAL MARKETING
COMPANY,

as Pledgor

By:



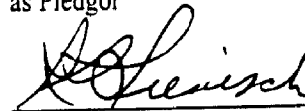
Name: Robert P. Lienesch

Title: Treasurer

NICKERSON MACHINERY CHICAGO, INC.,

as Pledgor

By:



Name: Robert P. Lienesch

Title: Treasurer

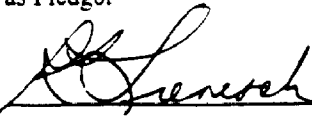
TRADEMARK

REEL: 002572 FRAME: 0623

PLIERS INTERNATIONAL, INC.,

as Pledgor

By:




Name: Robert P. Lienesch

Title: Treasurer

AKRON EXTRUDERS, INC.,

as Pledgor

By:



Name: Robert P. Lienesch

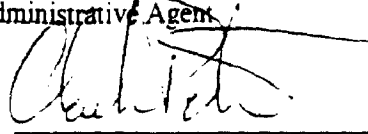
Title: Treasurer

TRADEMARK

REEL: 002572 FRAME: 0624

DEUTSHE BANK TRUST COMPANY AMERICAS
(f/k/a Bankers Trust Company),
as Administrative Agent

By:



Name: Clark G. Petersor
Title: Vice President

Exhibit A

Transferred Trademarks

Fluids

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	QUANTALUBE	75/697465	5/3/99	2359901	6/20/00	MILACRON INDUSTRIAL PRODUCTS, INC.

Abrasives

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
United States of America						
	CIMFORM	51194	5/2/75	1034606	3/2/76	MILACRON INDUSTRIAL PRODUCTS, INC.
	DATA PRIME	75/387426	11/10/97	2391910	10/3/00	MILACRON INDUSTRIAL PRODUCTS, INC.
	EXCALIBUR	74/583104	10/6/94	1978927	6/4/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	FIN-TECH	74/583103	10/6/94	1978926	6/4/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	PREDICT-A-GRIND	75/034154	12/18/95	2026925	12/31/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	TOOLMASTER	74/081892	7/25/90	1789841	8/24/93	MILACRON INDUSTRIAL PRODUCTS, INC.
	VIDA	286628	6/19/92	1809910	12/7/93	MILACRON INDUSTRIAL PRODUCTS, INC.

Exhibit B

Transferred Patents

Fluids

<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Owner</u>
United States of America						
	AMIDE CORROSION INHIBIT	236330	2/20/81	4379063	4/5/83	MILACRON INDUS- TRIAL PRODUCTS, INC.
	POLYAMIDE+ITS SALTS FLUID	285575	7/21/81	4374741	2/22/83	MILACRON INDUS- TRIAL PRODUCTS, INC.
	ESTER CORROSION INHIBIT	303770	9/21/81	4383937	5/17/83	MILACRON INDUS- TRIAL PRODUCTS, INC.
	MONOAMIDE FUNCTIONAL FL	421618	9/22/82	4452710	6/5/84	MILACRON INDUS- TRIAL PRODUCTS, INC.
	POLYAMIDE LUBRICANT	481494	4/1/83	RE31522	2/14/84	MILACRON INDUS- TRIAL PRODUCTS, INC.
	TITRATION APPARATUS	230445	4/20/94	5389546	2/14/95	MILACRON INDUS- TRIAL PRODUCTS, INC.
	FLUID W/ SULFURIZED LUBR	156323	11/23/93	5391310	2/21/95	MILACRON INDUS- TRIAL PRODUCTS, INC.
	MONOISOPRO/AMINE	412353	3/28/95	5512191	4/30/96	MILACRON INDUS- TRIAL PRODUCTS, INC.
	AQUEOUS LUBRICANT	427932	4/26/95	5667349	9/16/97	MILACRON INDUS- TRIAL PRODUCTS, INC.

<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Owner</u>
	AQUEOUS METALWORKING FLUID	538528	10/3/95	5706684	1/13/98	MILACRON INDUSTRIAL PRODUCTS, INC.
	DETERMINATION OF AQUEOUS FLUID SURFACTANT CONCENTRATION	706871	9/3/96	5710048	1/20/98	MILACRON INDUSTRIAL PRODUCTS, INC.
	MACHINING FLUID COMPOSITION AND METHOD OF MACHINING	719240	9/24/96	5716917	2/10/98	MILACRON INDUSTRIAL PRODUCTS, INC.
	METHOD OF ANALYSIS FOR AQUEOUS FLUIDS	768190	12/17/96	5710372	1/20/98	MILACRON INDUSTRIAL PRODUCTS, INC.
	LUBRICATING OIL COMPOSITIONS USED IN METAL FORMING OPERATIONS	616247	3/15/96	5809628	9/22/98	MILACRON INDUSTRIAL PRODUCTS, INC.
	CHARACTERIZATION OF FLUID MISTING	962549	10/31/97	5889201	3/30/99	MILACRON INDUSTRIAL PRODUCTS, INC.
	AQUEOUS FLUID	995364	12/22/97	5874390	2/23/99	MILACRON INDUSTRIAL PRODUCTS, INC.

Abrasives

<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Owner</u>
United States of America	INORGANIC SPHER-VITREOUS WHEEL	465701	1/16/90	5094672	3/10/92	MILACRON INDUSTRIAL PRODUCTS, INC.
	VITRIFIED WHEEL - SUG/STR	631140	12/20/90	5037452	8/6/91	MILACRON INDUSTRIAL PRODUCTS, INC.

<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Grant Date</u>	<u>Owner</u>
	VITREOUS BONDED GRINDING WHEEL	824644	1/23/92	5178644	1/12/93	MILACRON INDUSTRIAL PRODUCTS, INC.
	SOL-GEL VITREOUS GR WHEEL	44914	4/8/93	5282875	2/1/94	MILACRON INDUSTRIAL PRODUCTS, INC.
	POROUS WHEEL W/ SIC PARTQ	336366	11/8/94	5536282	7/16/96	MILACRON INDUSTRIAL PRODUCTS, INC.
	IMPROVED VITREOUS BOND	09/324199	6/2/99	6123744	9/26/00	MILACRON INDUSTRIAL PRODUCTS, INC.