

11-06-2002



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

Form PTO-1594
Rev. 10/02
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings

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

1. Name of conveying party(ies):
Engineered Machined Products, Inc.
a Michigan corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other 10-29-02

2. Name and address of receiving party(ies)
Name: General Electric Captial Corporation,
Internal a Delaware Corporation
Address: _____
Street Address: 401 Merritt Seven, Suite 23
City: Norwalk State: CT Zip: 06856
 Individual(s) citizenship _____
 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 _____

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

Execution Date: October 10, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/398,425

B. Trademark Registration No.(s) 2,285,431

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Husch & Eppenberger, LLC
Internal Address: Attn: Lisa Robison

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00
 Enclosed
 Authorized to be charged to deposit account

Street Address: 1200 Main Street, Suite 1700
City: Kansas City State: MO Zip: 64105

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

DO NOT USE THIS SPACE

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

Lisa Robison
Name of Person Signing

Lisa Robison
Signature

10/28/02
Date

Total number of pages including cover sheet, attachments, and document: 5

11/05/2002 BYRNE 00000034 76398425

01 FC:0521
02 FC:0522

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002611 FRAME: 0398



TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2002, by ENGINEERED MACHINED PRODUCTS, INC., a Michigan corporation (“Grantor”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make the Loans;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Borrowers shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

WHEREAS Grantor and the other Borrowers have received or will receive additional financing from certain other lenders (“Other Lenders”) with whom Agent has entered into certain intercreditor and subordination agreements (“Intercreditor Agreements”) setting forth their relative priorities with respect to the Collateral.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its registered, and, to the extent Grantor is aware, unregistered Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License (to the extent permitted under any such Trademark License); and

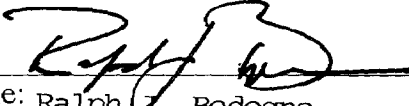
(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTERCREDITOR AGREEMENTS. Notwithstanding anything herein to the contrary, Agent's rights and interests under this Agreement are subject to the rights and interests, if any, of the Other Lenders as set forth in the Intercreditor Agreements, as the same may be amended, restated or otherwise modified from time to time.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ENGINEERED MACHINED PRODUCTS,
INC.**, a Michigan corporation

By: 
Name: Ralph J. Bedogne
Title: Chief Financial Officer

STATE OF Illinois)
)
COUNTY OF Cook) SS.

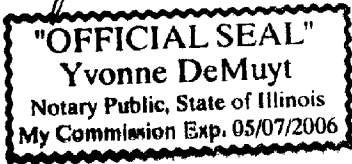
On this 10th day of October, 2002, before me appeared Ralph J. Bedogno to me personally known, who, being by me duly sworn, did say that he ~~she~~ is the CFO of **ENGINEERED MACHINED PRODUCTS, INC.**, a Michigan corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and said officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the Cocounty and State aforesaid, the day and year first above written.

Yvonne DeMuyt
Notary Public

My Commission Expires:

May 7 2006



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent,

By: Walter R. Schoultz
Name: Walter R. Schoultz
Title: Vice President