

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

04-29-2003



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

4/29/03

102433328

To the Honorable Commissioner of Pat

Please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
Highland Group Corporation
39400 Woodward Avenue, Suite 130
Bloomfield Hills, MI 48304

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

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, as Collateral Agent
Internal
Address: _____
Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Supplement No. 1 to Security Agreement

Execution Date: February 28, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED SCHEDULE(S)
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2192819

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agodoa
Internal Address: Federal Research Corporation
Street Address: 1030 15th Street, NW, Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$ 465⁰⁰
 Enclosed
 Authorized to be charged to deposit account

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.

Erin Becker *Erin Becker* April 24, 2003
Name of Person Signing Signature Date

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

04/30/2003 6TON11 00000071 2192819
01 FC:0521 40.00 OP
02 FC:0522 425.00 OP

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

TRADEMARK
REEL: 002720 FRAME: 0010

Intellectual Properties

(a) Intellectual Properties

(1) Fictitious Names:

- a. Fictitious name "Lincap HG, Inc." reserved in Pennsylvania.
- b. "Highland Group Industries"

(2) Trade Names, Trademarks, Trade Dress, Logos:



- a.
- b. "The Leader in Cargo Management and Vehicle Protection"
- c. Trade name "Sta-Tyte"
- d. Trademarks:

<u>U.S. Trademark Registrations</u>	<u>Number</u>
Power Web	2,192,819
Black Armor	2,150,321
Boaters Choice	2,112,774
RampArts	1,513,508
Sta-Tyte	1,549,814
Sta-Tyte	1,559,867*
Highland	2,653,721
Trucker's Choice	2,659,993
Space Master	2,638,261
Hitch-N-Carry	2,541,264
Ramp Champ	2,550,599
TraControl	2,594,916
<u>Chinese Trademark</u>	<u>Number</u>
Triple Strength – International Class 6	980005134
<u>U.S. Trademark Applications</u>	<u>Number</u>
Pull 'N Lock	76/090,980
Ultimate	78/071,002
Extreme	78/071,004
Highland The Pro's Brand	75/783,484
AdvanTech	78/080,843
WebGuard	78/080,845

*Trademark Assignment improperly prepared and executed and sent to the USPTO for recording of same, citing Reg. No. 1,559,814 rather than 1,559,867.

SUPPLEMENT NO. 1 dated as of February 28, 2003, to the Security Agreement dated as of June 6, 2002, among, TRIMAS COMPANY LLC, a Delaware limited liability company (the "Parent Borrower"), TRIMAS CORPORATION, a Delaware corporation ("Holdings"), each Subsidiary Term Borrower party to the Credit Agreement referred to below (the "Subsidiary Term Borrowers"), each of the other subsidiaries of the Borrower listed on Schedule I thereto (each such subsidiary and each Subsidiary Term Borrower individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Parent Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders"), JPMCB, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank") and the other agent banks party thereto and (b) the Guarantee Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers party thereto, the other Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of Holdings may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries (each a "New Grantor" and together the "New Grantors") are executing this Supplement in accordance with the requirements of the Credit Agreement to become Grantors under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

1. In accordance with Section 6.15 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of such New Gran-

tor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of such New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of such New Grantor.

5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

6. This supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices here-

under to any New Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address as set forth in Section 10.01 of the Credit Agreement.

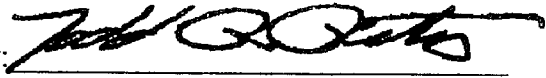
9. The New Grantors agree to jointly and severally reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

HammerBlow Acquisition Corp
The HammerBlow Corporation
Hidden Hitch Acquisition Company
HammerBlow LLC
Highland Group Corporation
Tekonsha Towing Systems, Inc.

as New Grantors,

By:



Name: Todd R. Peters

Title: Vice President

TRADEMARK

REEL: 002720 FRAME: 0016

JPMORGAN CHASE BANK, as Collateral Agent,

By:  _____

Name:

Title:

**RICHARD W. DUKER
MANAGING DIRECTOR**

TRADEMARK

REEL: 002720 FRAME: 0017

LOCATION OF COLLATERAL

<u>New Grantor</u>	<u>Location</u>
HammerBlow Acquisition Corp	1000 First Street, Wausau, Wisconsin. Interstate 75 North, Forsyth Georgia. 1010 First Street, Wausau, Wisconsin. 2001 Basset, El Paso, Texas. HammerBlow leases space in various public warehouses on short term, as-needed basis, for the storage of inventory and other property.
Hidden Hitch Acquisition Corp.	5725 New Tampa Highway, Units 1-3, Lakeland, Florida. 4545 Mint Way, Dallas, Texas. 21146 Trolley Industrial Drive, Taylor, Michigan. 25215 Dequindre Road, Madison Heights, Michigan. 1400 Cavalier Blvd, Suite H, Chesapeake, Virginia.
Highland Group Corporation	35 Mill Street, Sheffield, Pennsylvania. 31200/31250 Solon Road, Solon, Ohio. 4 Harmer Street, Warren, Pennsylvania. 4280 Business Center Drive, Fremont, California.
Tekonsha Towing Systems, Inc.	101 Spires Parkway, Tekonsha, Michigan.

2686 Highway 270 East, Sheridan, Arkansas.