

08-15-2003

Form PTO-1594
1-31-92

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U.S. DEPARTMENT OF COMMERCE
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):
 Republic Technologies, (NA), LLC **8-12-03**

Individuals Association
 General Partnership Limited Partnership

Corporation
 Other - Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):

Name: BNP Paribas
 Internal Address: 16 Boulevard des Italiens
 Street Address:
 City: Paris Country: France Zip Code: 75009

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Collateral Agent

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: July 17, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)

2616450	2420646	731
2432868	1357088	
2422747	1341384	

Additional numbers attached? Yes No

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

Name: Helen Bruno, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

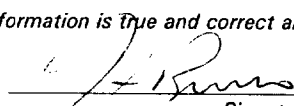
6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705
 (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.

Helen Bruno  August 12, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

08/14/2003 LMUELLER 00000084 2616450

01 FC:8521 40.00 DP
 02 FC:8522 150.00 DP

TRADEMARK
REEL: 002802 FRAME: 0099

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 17, 2003, between REPUBLIC TECHNOLOGIES, (NA), LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "the Debtor"), and BNP PARIBAS, as the Security Agent (defined below) for the benefit of the Secured Creditors (defined below) under that certain Credit Facilities Agreement (defined below). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Facilities Agreement.

WITNESSETH:

WHEREAS, the Debtor as Borrower and Guarantor, Republic Technologies International ("RTI") as Borrower and Guarantor and Republic Technologies (France) ("RTF") as Borrower, the banks from time to time party thereto (the "Banks"), BNP Paribas, as Syndication Agent, Arranger, Administrative Agent (together with any successor agent, the "Administrative Agent"), and the Security Agent (together with any successor agent, the "the Security Agent") have entered into a Credit Facilities Agreement, dated July 31, 2000 (as amended, modified or supplemented from time to time, the "Credit Facilities Agreement"), providing for the making of Loans to the Borrowers as contemplated therein (the Banks, the Syndication Agent, the Arranger, the Administrative Agent and the Security Agent are herein called the "Secured Creditors"); and

WHEREAS, the Debtor and the Security Agent are entering into this Agreement pursuant to Section 12.1.13 of the Credit Facilities Agreement.

NOW THEREFORE, in consideration of the mutual premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Security Agent hereby agree as follows:

SECTION 1. Definitions; Interpretation.

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

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

"Credit Facilities Agreement" has the meaning set forth in the Recitals.

"Obligations" means (i) any and all obligations, indebtedness and liabilities (including, without limitation, indemnities, fees and interest thereon) of the Debtor to the Secured Creditors, whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Facilities Agreement and the other Credit Documents to which the Debtor is a party (including all of its obligations and indebtedness as Guarantor under the RTN Obligations in Section 15.1 of the Credit Facilities Agreement) and the due performance and compliance by the Debtor with all of the terms, conditions and agreements contained in the Credit Facilities Agreement and such other Credit Documents, (ii) any and all sums advanced by the Security Party in order to preserve the Collateral or preserve its security interest in the Collateral, (iii) in the event of any

proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities referred to in the preceding clause (i), after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or license, selling or otherwise disposing or realizing on the Collateral, or of any exercise by the Security Agent of its rights hereunder with respect thereto, together with reasonable attorneys' fees and court costs, and (iv) any and all amounts paid by any Indemnitee (as such term is defined in Section 13) as to which such Indemnitee has the right to indemnification or reimbursement from the Debtor under this Agreement; and with respect to all of the foregoing, whether same is outstanding on the date of this Agreement or is hereafter incurred, advanced or extended.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Delaware and the State of New York, as applicable.

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

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, license or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Facilities Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the full and prompt payment and performance of the Obligations, the Debtor hereby grants to the Security Agent a security interest in, and a mortgage upon, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) the U.S. trademarks, trademark registrations and trademark applications described in Schedule A, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties, rights and assets; and

(iii) all proceeds of any and all of the aforementioned properties, rights and assets (including license royalties, rights to payment, accounts receivable and proceeds of

infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the aforementioned properties, rights and assets.

(b) Continuing Security Interest. The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Power of Attorney. The Debtor hereby grants to the Security Agent an absolute power of attorney to sign, upon the occurrence and during the continuance of an Event of Default, any document which may be required by the PTO in order to effect an absolute assignment of all right, title and interest in and to each item of Collateral, and record the same.

SECTION 3. Supplement to Credit Facilities Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Security Agent under the Credit Facilities Agreement or other Credit Documents. The rights and remedies of the Security Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Facilities Agreement or any other Credit Documents, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. The Debtor represents and warrants to the Security Agent that:

(a) it is the true and lawful owner of the Collateral;

(b) it has no knowledge of any material third party claim that its use or proposed use of the Collateral in its present or contemplated business operations infringes or will infringe any trademark, service mark or trade name of any other Person; and

(c) all of the trademark registrations and applications that form part of the Collateral are valid, subsisting, have not been canceled and the Debtor is not aware of any material third-party claim that any of said registrations is invalid or unenforceable, and is not aware that there is any reason that any of said registrations is invalid or unenforceable, and is not aware that there is any reason that any of said applications will not pass to registration.

SECTION 5. Covenants.

(a) Licenses and Assignments. Except as otherwise permitted by the Credit Documents, the Debtor hereby agrees not to divest itself of any right under any item of Collateral absent prior written approval of the Security Agent.

(b) Infringements. The Debtor agrees, promptly upon learning thereof, to notify the Security Agent in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who may be infringing or diluting or otherwise violating any of the Debtor's rights in and to any item of Collateral, or with respect to any party claiming that the Debtor's use of any item of Collateral violates any property right of that party.

The Debtor further agrees to prosecute diligently in accordance with reasonable business practices any Person infringing any item of Collateral.

(c) Preservation of Collateral. The Debtor agrees to use or license the use of each item of Collateral constituting U.S. trademarks or service marks in interstate commerce during the time in which this Agreement is in effect and to take all such other actions as are necessary to preserve such Collateral under the laws of the United States (other than with respect to trademarks or service marks that are no longer used in or useful to the Debtor's business).

(d) Maintenance of Registration. The Debtor shall, at its own expense, diligently process all documents required to maintain trademark registrations, including but not limited to affidavits of use and applications for renewals of registration in the PTO for each item of Collateral, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Security Agent.

(e) Remedies. If an Event of Default shall occur and be continuing, the Security Agent may, by written notice to the Debtor, take any or all of the following actions: (i) declare and assign the entire right, title and interest of the Debtor in and to each item of Collateral, together with all trademark rights and rights of protection to the same, vested in the Security Agent for the benefit of the Secured Creditors, in which event such right, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Secured Creditors, and the Security Agent shall be entitled to exercise the power of attorney referred to in Section 2(c) hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency; (ii) take and use or sell any or all items of Collateral and the goodwill of the Debtor's business symbolized by the Collateral and the right to carry on the business of the Debtor in connection with which the Collateral have been used; and (iii) direct the Debtor to refrain, in which event the Debtor shall refrain, from using the Collateral in any manner whatsoever, directly or indirectly, and the Debtor shall execute such further documents that the Security Agent may reasonably request to further confirm this and to transfer ownership of the Collateral and registrations and any pending trademark application in the PTO to the Security Agent.

SECTION 6. Further Acts. On a continuing basis, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Security Agent may record this Agreement, an abstract thereof, or any other document describing the Security Agent's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Security Agent to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Security Agent. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the

Collateral, the Debtor shall immediately notify the Security Agent in a writing signed by the Debtor of the brief details thereof and grant to the Security Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Security Agent.

SECTION 7. Authorization to Supplement. If the Debtor shall obtain rights to any new trademarks or service marks containing the term JOB (as a word or design), the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Security Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Debtor's obligations under this Section 7, the Debtor authorizes the Security Agent to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Security Agent's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Security Agent and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Facilities Agreement.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 10. Entire Agreement; Amendment. This Agreement and the Credit Facilities Agreement, together with the Schedules hereto and thereto, 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 Credit Facilities Agreement. Notwithstanding the foregoing, the Security Agent unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Facilities Agreement, the provision giving the Security Agent greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Security Agent under the Credit Facilities Agreement.

SECTION 11. 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. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed

counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Security Agent (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to the Security Agent hereunder, including cancellation of this Agreement by written notice from the Security Agent to the PTO.

SECTION 13. Indemnity.

(a) The Debtor agrees (i) to indemnify and hold harmless the Security Agent in such capacity and each other Secured Creditor and their respective successors, assigns, officers, employees, agents and servants (individually and "Indemnitee," and collectively, the "Indemnities") from and against any and all claims, demands, losses, judgments and liabilities (including, without limitation, liabilities for penalties) of whatsoever kind or nature, and (ii) to reimburse each Indemnitee for all costs and expenses, including, without limitation, reasonable attorneys' fees, in each case growing out of or resulting from this Agreement or the exercise by any Indemnitee of any right or remedy granted to it hereunder or under any other Credit Document (but excluding any claims, demands, losses, judgments and liabilities or expenses to the extent incurred by reason of gross negligence or willful misconduct (as determined by a court of competent jurisdiction) on its part, for any matter or thing in connection with this Agreement other than to account for monies or property actually received by it in accordance with the terms hereof.

(b) Without limiting the application of Section 13(a), the Debtor agrees to pay or reimburse the Security Agent for any and all reasonable fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral and the Liens of the Security Agent on and security interest therein, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Security Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) If and to the extent that the obligations of the Debtor under this Section 13 are unenforceable for any reason, the Debtor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law. The indemnity obligations of the Debtor contained in this Section 13 shall continue in full force and effect notwithstanding the full payment of all of the Loans under the Credit Facilities Agreement and the payment of all other Obligations and notwithstanding the discharge thereof.

(d) Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement from the Debtor shall constitute Obligations secured by the Collateral.

SECTION 14. No Inconsistent Requirements. The Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

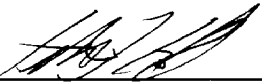
SECTION 15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the 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.

SECTION 16. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Facilities Agreement.


[Remainder of page intentionally left blank.]

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

REPUBLIC TECHNOLOGIES, (NA), LLC

By: 
Name: Seth I. Gold
Title: Executive Vice President

BNP PARIBAS, as the Security Agent

By: 
Name: Thierry Boucha
Title: Head of Agency Group

SCHEDULE A
to the Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
JOB	September 10, 2002	2616450
JOB & DESIGN	March 6, 2001	2432868
JOB & DESIGN	January 23, 2001	2422747
JOB	January 16, 2001	2420646
JOB & DESIGN	August 27, 1985	1357088
JOB & DESIGN	June 11, 1985	1341384
JOB	March 16, 1909	73124