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03-23-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 3/31/2002) Tab settings



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

102663059

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

1. Name of conveying party(ies):

Uniloy Milacron Inc.

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

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

2. Name and address of receiving party(ies)

Credit Suisse First Boston, acting through

Name: its Cayman Islands Branch, as Collateral Agent

Internal Address: 2nd Floor

Street Address: One Madison

City: New York State: NY Zip: 10010

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

Other corporation organized under the laws of Switzerland if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/12/04

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

845868 and 2626003

Additional number(s) attached Yes No

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

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

8. Deposit account number:

7523 120

DO NOT USE THIS SPACE

9. Signature.

Linda R. Kastner

Name of Person Signing

Signature

Date 3/19/04

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

6

03/23/2004 6TON11 00000011 845868

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

01 FC:0521 40.00 OP 02 FC:0522 25.00 OP 03 FC:0523 120.00 OP

TRADEMARK REEL: 002815 FRAME: 0091

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Uniloy Milacron Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated March 12, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Credit Suisse First Boston, acting through its Cayman Islands Branch, as collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, the "Assignee");

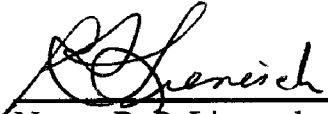
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement), a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 2, 2004.

UNILOY MILACRON INC.

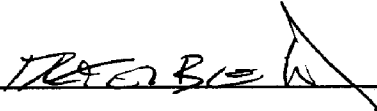
By: 
Name: R. P. Lienesch
Title: Treasurer

STATE OF NY

ss.:

COUNTY OF NY

On this 11 day of March, 2004, before me personally came R.P. WATSON, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the TRASMOR of Uniloy Milacron Inc., a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of Uniloy Milacron Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



DANIEL M. BLOCH
NOTARY PUBLIC, State of New York
No. 01BL6097911
Qualified in New York County
Commission Expires Sept. 2, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Uniloy Milacron Inc.

Uniloy Milacron Inc. (UMI) Trademarks

Trademarks

Owner Uniloy Milacron Inc. (UMI)

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
Australia	UNILOY	317946	5/5/1978			UMI
Australia	UNILOY	318712	5/30/1978			UMI
Benelux	UNILOY	468861	6/16/1990	733046	8/16/1989	UMI
Brazil	UNILOY	818228563	10/8/1996			UMI
Canada	UNILOY	374283	10/12/1990	063827300	8/14/1989	UMI
France	UNILOY	1547923	8/23/1989	150839	8/23/1989	UMI
Germany	UNILOY	893051	5/3/1972	341707wz	3/20/1970	UMI
Ireland	UNILOY	133826	8/18/1989			UMI
Italy	UNILOY	581853	11/27/1992	1744590	2/7/1990	UMI
Italy	UNILOY	559332	2/3/1992	23726C/89	8/25/1989	UMI
Japan	UNILOY	2409024	4/30/1992	H01-094011	8/18/1989	UMI
Mexico	UNILOY			72405	9/27/1989	UMI
New Zealand	UNILOY	124080	6/14/1979			UMI
United Kingdom	UNILOY	954873	3/20/1972	954873	2/10/1970	UMI
United Kingdom	UNILOY	956076	3/3/1970	956076	3/3/1970	UMI
United States of America	UNILOY	845868	3/12/1968	72/164214	2/8/1967	UMI
United States of America	VERSAPET	2626003	9/24/2002	76/051552	5/18/2000	UMI

RECORDED: 03/20/2004

TRADEMARK
REEL: 002815 FRAME: 0096