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I.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 MI 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 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 (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 Execution Date: 03/12/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See continuation of item 4 attached hereto B. Trademark Registration No.(s) See continuation of item 4 attached hereto 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: 41 7. Total fee (37 CFR 3.41) \$ 1040.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 8523 120.00

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: 9

03/23/2004 6TON11 00000010 1020913 01 FC:0521 40.00 OP 02 FC:0522 1000.00 OP 03 FC:0523 120.00 OP

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

TRADEMARK REEL: 002815 FRAME: 0097

Milacron Industrial Products Inc. (MIP) Trademarks

Trademarks

Owner Milacron Industrial Products Inc. (MIP)

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
United States of America	CENTER SAVER	1020913	9/23/1975	17031	3/25/1974	MIP
United States of America	CIMCHEK	2332117	3/21/2000	75/655815	3/8/1999	MIP
United States of America	CIMCLEAN	810254	6/21/1966	222662	7/6/1965	MIP
United States of America	CIMCOOL	904116	12/15/1970	340368	10/10/1969	MIP
United States of America	CIMCOOL	415093	7/10/1945	478857	1/22/1945	MIP
United States of America	CIMCOOL ADVTANGE & DESIGN	2116754	11/25/1997	75/036639	12/26/1995	MIP
United States of America	CIMCOOL FIVE STAR	782291	12/29/1964	193630	5/18/1964	MIP
United States of America	CIMDRAULIC	1316374	1/29/1985	445030	9/23/1983	MIP
United States of America	CIMFLO	813829	8/30/1966	222663	7/6/1965	MIP
United States of America	CIMFREE	1087532	3/21/1978	123604	4/21/1977	MIP
United States of America	CIMGUARD	757107	9/24/1963	148142	7/2/1962	MIP
United States of America	CIMGUARDIAN	2240619	4/20/1999	75/437905	2/20/1998	MIP
United States of America	CIMPERIAL	6893369	12/8/1959	64260	12/15/1958	MIP
United States of America	CIMPLUS	699277	6/14/1960	72/084290	10/30/1959	MIP
United States of America	CIMSTAR	1580883	2/6/1990	705452	1/13/1988	MIP
United States of America	CIMTAP	986779	6/25/1974	449401	3/16/1973	MIP
United States of America	CIMTECH	1526347	2/28/1989	745479	8/11/1988	MIP
United States of America	CIMVANTAGE	2225318	2/23/1999	75/348230	8/28/1997	MIP
United States of America	JOB SHOP MALL	2466951	7/10/2001	75/625095	1/22/1999	MIP
United States of America	MACHINERY FLEA MARKET	2508437	11/20/2001	75/625094	1/22/1999	MIP
United States of America	MILCOOL	1892897	5/9/1995	486956	2/14/1994	MIP
United States of America	MILDRAW	2436916	3/20/2001	75/931854	2/28/2000	MIP
United States of America	MILFORM	2366656	7/11/2000	75/309375	6/16/1997	MIP
United States of America	MILHONE	1892896	5/9/1995	488955	2/14/1994	MIP
United States of America	MILPLUS	1883270	3/14/1995	488957	2/14/1994	MIP
United States of America	MILPRO	1892895	5/9/1995	74/488954	2/14/1994	MIP
United States of America	MILPRO	2364181	7/4/2000	75/655816	3/8/1999	MIP
United States of America	MILQUENCH	1884541	3/21/1995	488958	2/14/1994	MIP
United States of America	MSL	1246144	7/26/1983	350068	2/12/1982	MIP
United States of America	QUAL STAR	1338651	6/4/1985	510746	11/26/1984	MIP
United States of America	QUANTALUBE	2359901	6/20/2000	75/697465	5/3/1999	MIP
United States of America	CIMFORM	1034606	3/2/76	51194	5/2/75	MIP
United States of America	CINCINNATI			76/477155	12/2/02	MIP
United States of America	DATA PRIME	2391910	10/3/00	75/387426	11/10/97	MIP

TRADEMARK

REEL: 002815 FRAME: 0098

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
United States of America	EXCALIBUR	1978927	6/4/96	74/583104	10/6/94	MIP
United States of America	FIN-TECH	1978926	6/4/96	74/583103	10/6/94	MIP
United States of America	MILSPEX					MIP
United States of America	MSB	2457114	6/5/01	76/000182	3/15/00	MIP
United States of America	NEVER DULL (CL)					MIP
United States of America	PREDICT-A-GRIND	2026925	12/31/96	75/034154	12/18/95	MIP
United States of America	TOOLMASTER	1789841	8/24/93	74/081892	7/25/90	MIP
United States of America	VIDA	1809910	12/7/93	286628	6/19/92	MIP
United States of America	Design (drop)			78/323,507	11/5/2003	MIP

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, Milacron Industrial Products, Inc. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

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, 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 Patents 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 12, 2004.

MILACRON INDUSTRIAL PRODUCTS,
INC.

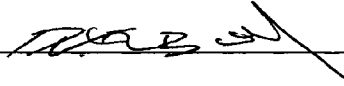
By: 
Name: R. P. Lienesch
Title: Treasurer

STATE OF NY

ss.:

COUNTY OF NY

On this 11 day of March, 2004, before me personally came R.P. LINDSCH, 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 Treasurer of Milacron Industrial Products, Inc., a Michigan corporation, and that s/he executed the foregoing instrument in the firm name of Milacron Industrial Products, 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

Patent and Patent Applications
Owned by Milacron Industrial Products, Inc.

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Patent and Patent Applications
Owned by Milacron Industrial Products, Inc.

Milacron Industrial Products Inc. (MIP) Patents

Patents
 Owner Milacron Industrial Products Inc. (MIP)

Country	Short Title	Patent No.	Grant Date	Application No.	Date Filed	Owner
United States of America	AMIDE CORROSION INHIBIT	4379063	4/5/1983	236330	2/20/1981	MIP
United States of America	POLYAMIDE+ITS SALTS FLUID	4374741	2/22/1983	285575	7/21/1981	MIP
United States of America	ESTER CORROSION INHIBIT	4383937	5/17/1983	303770	9/21/1981	MIP
United States of America	POLYAMIDE LUBRICANT	RE31522	2/14/1984	481494	4/1/1983	MIP
United States of America	TITRATION APPARATUS	5389546	2/14/1995	230445	4/20/1994	MIP
United States of America	FLUID W/ SULFURIZED LUBR	5391310	2/21/1995	156323	11/23/1993	MIP
United States of America	MONOISOPRO/AMINE	5512191	4/30/1996	412353	3/28/1995	MIP
United States of America	AQUEOUS LUBRICANT	5667349	9/16/1997	427932	4/26/1995	MIP
United States of America	AQUEOUS METALWORKING FLUID	5706684	1/13/1998	538528	10/3/1995	MIP
United States of America	DETERMINATION OF AQUEOUS FLUID SURFACTANT CONCENTRATION	5710048	1/20/1998	706871	9/3/1996	MIP
United States of America	MACHINING FLUID COMPOSITION AND METHOD OF MACHINING	5716917	2/10/1998	719240	9/24/1996	MIP
United States of America	METHOD OF ANALYSIS FOR AQUEOUS FLUIDS	5710372	1/20/1998	768190	12/17/1996	MIP
United States of America	CHARACTERIZATION OF FLUID MISTING	5889201	3/30/1999	962549	10/31/1997	MIP
United States of America	AQUEOUS FLUID	5874390	2/23/1999	995364	12/22/1997	MIP
United States of America	METALWORKING FLUID	6316394	11/13/2001	09/771267	1/29/2001	MIP

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REEL: 002815 FRAME: 0104

Country	Short Title	Patent No.	Grant Date	Application No.	Date Filed	Owner
United States of America	IMPROVED VITREOUS BOND	6123744	9/26/00	09/324199	6/2/99	MIP
United States of America	POROUS WHEEL W/SIC PARTQ	5536282	7/16/96	336366	11/8/94	MIP
United States of America	SOL-GEL VITREOUS GR WHEEL	5282875	2/1/94	44914	4/8/93	MIP
United States of America	VITREOUS BONDED GRINDING WHEEL	5178644	1/12/93	824644	1/23/92	MIP
United States of America	INORGANIC SPER-VITREOUS WHEEL	5094672	3/10/92	465701	1/16/90	MIP
United States of America	VITRIFIED WHEEL - SUG/STR	5037452	8/6/91	631140	12/20/90	MIP

RECORDED: 03/22/2004

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