

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMVECO MAGNETICS, INC.		08/23/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	as Administrative Agent:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2381365	

CORRESPONDENCE DATA	
Fax Number:	(704)353-3692
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	704.331.5792
Email:	docket@kennedycovington.com
Correspondent Name:	Karl S. Sawyer, Jr.
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower, 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	0013568.00079
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NAME OF SUBMITTER:	Marcia Siuda, Trademark Paralegal
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Total Attachments: 7
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PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement (this "Agreement") dated as of August 23, 2004 by and among AMVECO MAGNETICS, INC., a Texas corporation (the "Grantor"), having its chief executive office at c/o Key Components, LLC, 200 White Plains Road, 4th Floor, Tarrytown, New York, 10591, and WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as First Union National Bank), as Administrative Agent (the "Administrative Agent"), having its address at 201 South College Street, CP-8, Charlotte, North Carolina, 28288-0680, for the ratable benefit of the banks and other financial institutions from time to time parties to the Credit and Guaranty Agreement dated as of September 29, 2000 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Key Components, LLC, as borrower (the "Borrower"), certain Subsidiaries and other equityholders party thereto, as Guarantors, the lenders party thereto (collectively, the "Lenders"), the Administrative Agent, Societe Generale, as the Syndication Agent, The Bank of New York, as the Documentation Agent, and Wachovia Securities and SG Cowen Securities Corporation, as Co-Arrangers.

This Agreement is executed pursuant to the terms of the Guarantor Security Agreement dated as of November 21, 2000 by and among the Borrower, certain Subsidiaries and equityholders party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all letters patent and applications for letters patent throughout the world of the Grantor, including all patent applications of the Grantor in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule I attached hereto;

(b) all patent licenses in favor of the Grantor, including each patent license in favor of the Grantor referred to in Schedule I attached hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) above;

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right of the Grantor to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Schedule I attached hereto, and all rights corresponding thereto throughout the world;

(e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks,

logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (all of the foregoing items collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications of the Grantor in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including those referred to Schedule II attached hereto;

(f) all Trademark licenses in favor of the Grantor, including each Trademark license referred to in Schedule II attached hereto;

(g) all reissues, extensions or renewals of any of the items described in clauses (e) and (f) above;

(h) all of the goodwill of the business of the Grantor connected with the use of, and symbolized by the items described in, clauses (e) and (f) above; and

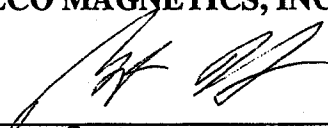
(i) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license of the Grantor, including any Trademark, Trademark registration or Trademark license referred to in Schedule II attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

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

AMVECO MAGNETICS, INC., as Grantor

By: 
Name: Robert Kay
Title: President

[Signature Pages Continue]


ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Stephen Fox, a Notary Public for said County and State, do hereby certify that Robert Kay personally appeared before me this day and stated that (s)he is President of Amveco Magnetics, Inc. and acknowledged, on behalf of _____ the due execution of the foregoing instrument.

Witness my hand and official seal, this 22nd day of August, 2004.



Notary Public

My commission expires:

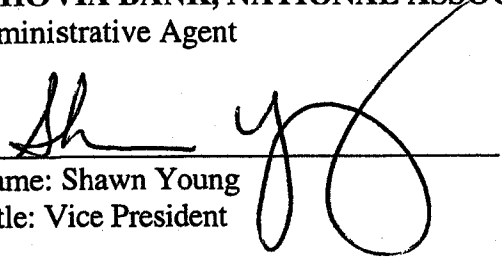
STEPHEN FOX
Notary Public, State of New York
No. 02FO5078047
Qualified in New York County
Commission Expires May 19, 2007

Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Shawn Young
Title: Vice President

A handwritten signature in black ink, appearing to read 'Shawn Young', is written over a horizontal line. The signature is stylized and cursive.

Schedule I to Patent and Trademark Security Agreement

PATENTS

Patent No.	Title	Issue Date
N/A	N/A	N/A

PATENT LICENSES

None.

Schedule II to Patent and Trademark Security Agreement

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Miscellaneous Design	2,381,365	August 29, 2000

TRADEMARK LICENSES

None