

06-28-2004

*6/25/04*



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

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

102778212

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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)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: JUNE 10, 2004

2. Name and address of receiving party(ies)

Name: U.S. BANK NATIONAL ASSOCIATION

Internal

Address: \_\_\_\_\_

Street Address: 425 WALNUT STREET

City: CINCINNATI State: OH Zip: 45202

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

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

A. Trademark Application No.(s)  
PLEASE SEE ATTACHED SCHEDULE 1A.

B. Trademark Registration No.(s)  
PLEASE SEE ATTACHED SCHEDULE 1A.

Additional number(s) attached  Yes  No

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: 31

7. Total fee (37 CFR 3.41).....\$ 790

- 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.*

Angela Cioffi

Name of Person Signing

*Angela Cioffi*  
Signature

6/16/2004

Date

Total number of pages including cover sheet, attachments, and document: 31

06/28/2004 LMUeller 00000022 1020913

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

01 FC:8521  
02 FC:8522

40.00 OP  
750.00 OP

**TRADEMARK**  
**REEL: 002998 FRAME: 0344**

SCHEDULE 1A  
TRADEMARK SECURITY AGREEMENT

Page 1 of 1

**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	73/017031	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	72/222662	7/6/1965	MIP
United States of America	CIMCOOL	904116	12/15/1970	72/340368	10/10/1969	MIP
United States of America	CIMCOOL	415093	7/10/1945	71/478857	1/22/1945	MIP
United States of America	CIMCOOL FIVE STAR	782291	12/29/1964	72/193630	5/18/1964	MIP
United States of America	CIMDRAULIC	1316374	1/29/1985	73/445030	9/23/1983	MIP
United States of America	CIMFLO	813829	8/30/1966	72/222663	7/6/1965	MIP
United States of America	CIMFREE	1087532	3/21/1978	73/123604	4/21/1977	MIP
United States of America	CIMGUARD	757107	9/24/1963	72/148142	7/2/1962	MIP
United States of America	CIMGUARDIAN	2240619	4/20/1999	75/437905	2/20/1998	MIP
United States of America	CIMPERIAL	689369	12/8/1959	72/064260	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	73/705452	1/13/1988	MIP
United States of America	CIMTAP	986779	6/25/1974	72/449401	3/16/1973	MIP
United States of America	CIMTECH	1526347	2/28/1989	73/745479	8/11/1988	MIP
United States of America	CIMVANTAGE	2225318	2/23/1999	75/348230	8/28/1997	MIP
United States of America	DROP DESIGN			78/323507	11/5/2003	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	74/488956	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	74/488955	2/14/1994	MIP
United States of America	MILPLUS	1883270	3/14/1995	74/488957	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	74/488958	2/14/1994	MIP
United States of America	MSL	1246144	7/26/1983	73/350068	2/12/1982	MIP
United States of America	QUAL STAR	1338651	6/4/1985	73/510746	11/26/1984	MIP
United States of America	QUANTALUBE	2359901	6/20/2000	75/697465	5/3/1999	MIP
United States of America	SDF (CL)					MIP

IP SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated June 10, 2004, is made by Milacron Industrial Products, Inc., a Michigan corporation, located at 1160 White Street, Sturgis, MI 49091 (the "Assignor") in favor of U.S. Bank National Association, a national banking association, located at 425 Walnut Street, Cincinnati, Ohio 45202, as Collateral Agent (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, 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 June 10, 2004, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");


WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignor, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral.

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 Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

MILACRON INDUSTRIAL PRODUCTS,  
INC.,

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

SS.:

COUNTY OF HAMILTON

On this 8<sup>th</sup> day of June, 2004, before me personally came R. P. Lienesch to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of Milacron Industrial Products, Inc., a Michigan corporation, and that he executed the foregoing instrument in the firm name of Milacron Industrial Products, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



P. Michelle Bevan

P. MICHELLE BEVAN, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

(Please see attached)

SCHEDULE 1A  
TRADEMARK SECURITY AGREEMENT

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