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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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U.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): GENESIS ATTACHMENTS, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other a Delaware limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/29/2004

2. Name and address of receiving party(ies) Name: ANTARES CAPITAL CORPORATION, as Agent

Internal Address: Suite 4400

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) n.a.

B. Trademark Registration No.(s) 2,484,805

Additional number(s) attached Yes No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman Suite 1800

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Signature

07/06/2004 Date

07/09/2004 DBYRNE 00000144 2484805

Total number of pages including cover sheet, attachments, and document: 5

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40.00

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

TRADEMARK REEL: 003005 FRAME: 0220

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2004, is between GENESIS ATTACHMENTS, LLC, a Delaware limited liability company (the "Grantor") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are defined in the Credit Agreement described below).

RECITALS

A. Grantor owns the Intellectual Property Applications and Intellectual Property Registrations with respect to Trademarks owned by Grantor listed on Schedule A annexed hereto; and

B. Reference is made to that certain Credit Agreement dated as of October 15, 2003 (as the same may be and has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Pengo Corporation, a Delaware corporation ("Pengo"), Attachment Technologies, Inc., a Delaware corporation ("ATI"; Pengo and ATI are referred to together as the "Borrowers"), Antares Capital Corporation, as agent and as a lender, the Co-Syndication Agents parties thereto, the Documentation Agent party thereto, and the other Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrowers by Grantee and Lenders; and

C. As a subsidiary of ATI, Grantor will receive substantial direct and indirect benefits from the loans and other financial accommodations made to the Borrowers and accordingly, pursuant to the terms of that certain Amended and Restated Subsidiary Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein have the meanings given such terms in the Security Agreement) among Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration, and Trademark application owned by Grantor, including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations (together with any reissues, continuations or extensions thereof) relating to Trademarks and referred to in Schedule A annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

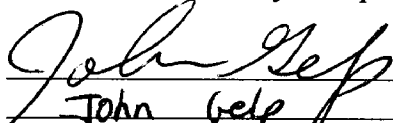
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Intellectual Property Applications and Intellectual Property Registrations relating to Trademarks and referred to in Schedule A annexed hereto, all Intellectual Property Registrations issued with respect to Intellectual Property Applications referred to in Schedule A and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GENESIS ATTACHMENTS, LLC,
a Delaware limited liability company

By: 
Name: John Gelp
Title: CFO

Schedule A

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications; Foreign Trademark Applications

U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Genesis Attachments, LLC	GENESIS & Design	2,484,805	9/4/2001

Foreign Trademark Registrations

None.

U.S. Trademark Applications

None.

Foreign Trademark Applications

None.