

10-12-2004



RECOI
TR

102869285

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-12-04

1. Name of conveying party(ies)/Execution Date(s):

Powermate Corporation

- Individual(s)
- General Partnership
- Corporation-State Nebraska
- Other

Citizenship (see guidelines) Nebraska

Execution Date(s) 08/25/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Congress Financial Corporation

Internal (Florida), as Agent

Address:

Street Address: 110 East Broward Boulevard

City: Fort Lauderdale

State: Florida

Country: USA Zip: 33301

- Association Citizenship (Florida)
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Florida
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE EXHIBIT A ATTACHED HERETO

B. Trademark Registration No.(s)
SEE EXHIBIT A ATTACHED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Helen M. Linehan

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100 X709

Fax Number: 917-368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 715.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Helen M. Linehan
Signature

10/08/2004
Date

Helen M. Linehan

Total number of pages including cover sheet, attachments, and document: 26

10/13/2004 00000023 1517776
Name of Person Signing

01 FC:0521
02 FC:0522

Documents to be signed (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**EXHIBIT A TO RECORDATION FORM COVER SHEET
(TRADEMARKS ONLY)**

REGISTRATION #	APPLICATION #
1,517,778	78/322,883
2,684,497	78/029,193
2,536,575	78/181,231
2,652,972	78/345,446
2,660,897	78/366,701
2,673,249	78/366,715
2,261,928	78/014,784
1,680,966	
2,703,253	
2,687,466	
2,121,131	
1,229,284	
2,607,298	
2,010,643	
2,625,797	
1,480,485	
2,384,575	
1,478,299	
2,410,319	
2,387,595	
2,679,021	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated August 25, 2004, is by and between POWERMATE CORPORATION, a Nebraska corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as collateral agent (together with its successors and assigns, including any replacement collateral agent, "Secured Party"), pursuant to the Collateral Agency Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and/or is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor and certain affiliates of Debtor have entered into or are about to enter into financing arrangements with Congress Financial Corporation (Florida) in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the financial institutions which are parties thereto as lenders (in such capacity, "Agent") and the financial institutions which are parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan Agreement, dated of even date herewith, by and among Debtor, certain of its affiliates, Agent and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Lenders have authorized and appointed Secured Party to act for and on behalf of each of them as collateral agent as set forth in the Collateral Agency Agreement, dated of even date herewith, by and among Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Collateral Agency Agreement"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

371501.2

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office ("CIPO") or in any similar office or agency of the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks; (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Loan Agreement, the other Financing Agreements, or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or

unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To the Debtor's knowledge, all of the existing Collateral is valid and subsisting in full force and effect. Debtor owns the sole, full and clear title to such Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the General Security Agreements (as that term is defined in the Loan Agreement), (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Financing Agreements. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of or general lien upon the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks, CIPO or any other appropriate federal, state, provincial or government office.

(e) As of the date hereof, Debtor, to its knowledge, does not have any Trademarks, or pending applications, in the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment or general lien granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement, and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office, CIPO or any similar office or agency in the United States or Canada, any State or Province thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or CIPO or in any similar office or agency in the United States or Canada, any State or Province thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of or general lien upon such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may, after written notice to Secured Party, abandon, cancel, not renew or otherwise not maintain a Trademark so long as (i) such Trademark is no longer used or useful in the business of Debtor or any of its affiliates or subsidiaries, (ii) such Trademark has not been used in the business of Debtor or any of its affiliates or subsidiaries for a period of six (6) consecutive months, (iii) such Trademark is not otherwise material to the business of Debtor or any of its affiliates or subsidiaries in any respect, (iv) such Trademark has little or no value, and (v) no Event of Default, or event, act or condition which with notice or passage of time or both would constitute an Event of Default, shall exist or have occurred as of such time. Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office or CIPO any federal, provincial or state court, or any similar office or agency in the United States, Canada, any State or Province thereof, any political subdivision thereof or in any other country,

to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's best knowledge no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment or general lien granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement, and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT.

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, any of the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, Canada, its territories, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, after the occurrence and during the continuance of any Event of Default Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principals of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Broward County, Florida and the United States District Court for the Southern District of Florida, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. or Canadian mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A

COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement, the Loan Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Powermate Corporation
 3901 Liberty Street Road
 Aurora, Illinois 60504
 Attention: President
 Telephone No.: 630-585-7332
 Telecopy No.: 630-585-7561

with a copy to: Sun Capital Partners, Inc.
 5200 Town Center Circle, Suite 470
 Boca Raton, Florida 33486
 Attention: Mr. Marc J. Leder,
 Mr. Rodger R. Krouse and
 Deryl Couch, Esq.
 Telephone No.: 561-394-0550
 Telecopier No.: 561-394-0540

with a copy to: Kirkland & Ellis
 200 E. Randolph Drive
 Chicago, Illinois 60601
 Attention: Jocelyn A. Hirsch, Esq.
 Telephone No.: 312-861-2301
 Telecopy No.: 312-861-2200

If to Secured Party: Congress Financial Corporation (Florida)
110 East Broward Boulevard
Fort Lauderdale, Florida 33301
Attention: Portfolio Manager
Telephone No.: 954-467-2262
Telecopier No.: 954-467-5520

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the Loan Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party, its replacements pursuant to Section 2.7 of the Collateral Agency Agreement, Lenders, and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by

telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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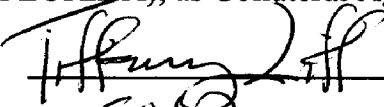
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

POWERMATE CORPORATION

By: _____

Title: _____

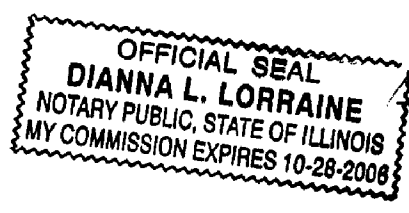
CONGRESS FINANCIAL CORPORATION
(FLORIDA), as Collateral Agent

By:  _____

Title: SVP _____

STATE OF Illinois)
) ss.:
COUNTY OF Will)

On the 23 day of Aug, 2004, before me personally came M. Reynolds to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the CEO of POWERMATE CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.



Dianna L. Lorraine
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this ___ day of _____, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of _____ CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

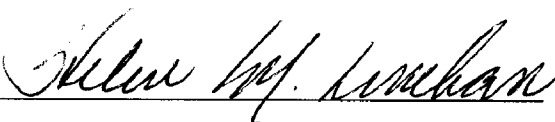
STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of POWERMATE CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25th day of August, 2004, before me personally came Tiffany Liff, to me known, who, being duly sworn, did depose and say, that she is a Sr. Vice-President of CONGRESS FINANCIAL CORPORATION (FLORIDA), the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI8047897
Qualified in New York County
Commission Expires Sept. 18, 2008

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

REGISTRATIONS AND APPLICATIONS

UNITED STATES

<u>COUNTRY</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
BLACK MAX						
UNITED STATES	8/4/1987	73/677,792	12/27/1988	1,517,778	REGISTERED	07
CLEAN MACHINE						
UNITED STATES	3/14/2001	76/225,861	2/4/2003	2,684,497	REGISTERED	07
CONTRACTOR						
UNITED STATES	7/16/2001	76/285,403	2/5/2002	2,536,575	REGISTERED	07
COOL TOOLS TAKING AIR POWER TO THE NEXT LEVEL! and Design						
UNITED STATES	11/4/2003	78/322,883			PENDING	07
DUALPOWER						
UNITED STATES	8/9/2000	78/020,330	11/19/2002	2,652,972 S	REGISTERED	07
HYDROCELL						
UNITED STATES	10/5/2000	78/029,193			PENDING	07
INVECTOR						
UNITED STATES	8/27/2001	78/081,207	12/10/2002	2,660,897	REGISTERED	07
MAX SERIES						
UNITED STATES	10/6/2000	78/029,438	1/7/2003	2,673,249	REGISTERED	07
MAXA						
UNITED STATES	4/7/1997	75/270,093	7/20/1999	2,261,928	REGISTERED	07
POWERBASE						
UNITED STATES	12/5/1988	73/768,239	3/31/1992	1,680,966	REGISTERED	07
POWERBENCH						
UNITED STATES	8/9/2001	78/078,409	4/1/2003	2,703,253	REGISTERED	07
POWERMATE						
UNITED STATES	7/5/2000	78/015,427	2/11/2003	2,687,466	REGISTERED	03,07

UNITED STATES	11/4/2002	78/181,231			PENDING	07,09,11
UNITED STATES	7/26/1996	75/140,675	12/16/1997	2,121,131	REGISTERED	11
UNITED STATES	1/26/1981	73/294,441	3/8/1983	1,229,284	REGISTERED	07
UNITED STATES	6/8/2001	76/269,215	8/13/2002	2,607,298	REGISTERED	04,07,09,17
UNITED STATES	12/24/2003	78/345,446			PENDING	07,09
UNITED STATES	7/12/1994	74/548,251	10/22/1996	2,010,643	REGISTERED	07,11

POWERSTATION

UNITED STATES	2/2/2000	75/908,157	9/24/2002	2,625,797	REGISTERED	07
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PROFORCE

UNITED STATES	2/12/2004	78/366,701			PENDING	07
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PRO-FORCE

UNITED STATES	8/3/1987	73/676,573	3/15/1988	1,480,485	REGISTERED	07
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PROFORCE and Design

UNITED STATES	2/12/2004	78/366,715			PENDING	07
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PULSE

UNITED STATES	4/27/1998	75/476,807	9/12/2000	2,384,575	REGISTERED	07
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SANBORN

UNITED STATES	12/4/1986	73/633,613	3/1/1988	1,478,299	REGISTERED	07
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UNITED STATES	6/28/2000	78/014,784			PENDING	07,17
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TOPS

UNITED STATES	8/3/1999	75/767,609	12/5/2000	2,410,319	REGISTERED	07
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VERTEX

UNITED STATES	8/4/1999	75/767,525	9/19/2000	2,387,595	REGISTERED	07
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WIDE TRACK

UNITED STATES	10/6/2000	78/029,436	1/21/2003	2,679,021	REGISTERED	07
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CANADA

CLEANMACHINE

CANADA	12/17/1993	743,808	11/29/1996	466,781	REGISTERED	07
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DUALPOWER

CANADA	12/28/2000	1,087,713	8/8/2003	586,902	REGISTERED 07
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POWERMATE

CANADA	2/27/1991	676,730	1/1/1993	406,649	REGISTERED 04,07,08,09,17
CANADA	11/5/2002	1,158,086	11/5/2003	593,983	REGISTERED 07,09,11
CANADA	12/29/2003	1,200,621			PENDING 07,09

FOREIGN (OUTSIDE U.S. AND CANADA)

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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ADVANCED POWER-MATE

AUSTRALIA	11/13/1985	436201	11/13/1985	436201	REGISTERED 07
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CLEANMACHINE

ARGENTINA	6/16/1995	1,983,460	4/23/1996	1,597,016	REGISTERED 07
TAIWAN	8/25/1994	83-055031	7/16/1995	684365	REGISTERED 12

DUAL POWER

MEXICO	1/9/2001	465196	4/30/2001	697656	REGISTERED 07
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HYDROCELL

EUROPEAN UNION	4/2/2001	002158749	4/22/2002	002 158 749	REGISTERED 07
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MAGNA FORCE

SOUTH KOREA	9/23/1996	42749/96	3/25/1998	400613	REGISTERED 07
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MAX SERIES

EUROPEAN UNION	4/2/2001	002159440	4/15/2002	002 159 440	REGISTERED 07
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POWERMATE

ARGENTINA	10/5/1993	1,894,293	5/31/1994	1,522,854	REGISTERED 07
AUSTRALIA	1/18/1996	700,679	7/3/1997	700,679	REGISTERED 11
AUSTRALIA	3/12/1993	658118	3/12/1993	A 658118	REGISTERED 07
AUSTRALIA	11/21/1995	678667	7/10/1997	A678667	REGISTERED 07,12
AUSTRALIA	3/12/1993	598088	8/17/1995	A598088	REGISTERED 07

AUSTRIA	9/12/1990	AM 4666/90	2/4/1991	134549	REGISTERED 07
BANGLADESH	11/13/1995	45277			PENDING 03
BANGLADESH	11/13/1995	45276			PENDING 07
BARBADOS	11/21/1990	81/7168	10/17/1997	81/7168	REGISTERED 07
BENELUX	3/25/1983	656,848	3/25/1993	388,944	REGISTERED 07
BERMUDA	2/4/2004	N/A			PENDING 07
BOLIVIA	8/3/1990	943 - 90	6/12/1991	58602-A	REGISTERED 07
CHILE	2/15/1990	148,333	7/13/1990	578658	REGISTERED 07
CHILE	10/15/1996	357,930	7/3/1997	489.046	REGISTERED 03
CHINA	12/30/1993	93 128334	11/14/1995	790,631	REGISTERED 07
CHINA	2/16/1994	94 012800	12/14/1995	798,529	REGISTERED 12
CHINA	1/21/2004	3897667			PENDING 07
COLOMBIA	9/25/1995	92288482	11/1/1990	130,363	REGISTERED 07
COSTA RICA			10/24/1991	77,498	REGISTERED 07
DOMINICAN REPUBLIC			11/17/1990	49,964	REGISTERED 07
ECUADOR	01/30/04	141,393			PENDING 07
EGYPT	5/18/1990	77316	11/12/1993	77316	REGISTERED 07
EL SALVADOR	2/6/2004	20040047440			PENDING 07
EL SALVADOR	1/27/1992	354/92	6/2/1995	354/92	REGISTERED 07
EUROPEAN UNION	10/8/2001	002 404 259			PENDING 04, 06,42
EUROPEAN UNION	4/1/1996	42457	12/17/1998	42457	REGISTERED 07,09,11
FEDERATION OF RUSSIA	12/6/1995	95 713899	4/30/1997	152302	REGISTERED 03,07
FINLAND	5/17/1990	2644/90	3/5/1992	117392	REGISTERED 07
FRANCE	1/26/1995	95/555260	1/26/1995	95/555260	REGISTERED 07
FRANCE	5/22/1990	211,565	1/26/1995	1,593,439	REGISTERED 07
GERMANY	9/12/1990	C40988	5/28/1993	1187827	REGISTERED 07
GUATEMALA	02/09/04	M-894-2004			PENDING 07
GUATEMALA			11/26/1992	68141-491-147	REGISTERED 07

HONDURAS					IN PROCESS 07
HONG KONG	9/24/1990	7818/90	1/13/1994	B173/94	REGISTERED 07
HONG KONG	11/23/1995	95 14913	8/11/1999	B9903/1999	REGISTERED 07
HUNGARY	8/17/1992	M92 04118	8/17/1992	136 432	REGISTERED 03,07
ICELAND	6/13/1990	N/A	10/23/1990	873/1990	REGISTERED 07
INDIA	9/13/1996	717325			PENDING 11
INDIA	9/13/1996	717326			PENDING 07
INDONESIA	02/19/04	D002004.0403			PENDING 07
ITALY	6/6/1990	40370C/90	7/12/1998	600269	REGISTERED 07
JAMAICA	6/15/1990	7/421	6/15/1990	B25,443	REGISTERED 07
JAMAICA	02/02/04	44845			PENDING 07
JAPAN	1/17/1992	04 - 002,967	2/24/1997	2,719,789	REGISTERED 11
KUWAIT	11/30/1991	24857	11/30/1991	22901	REGISTERED 07
LIBERIA			9/14/1993	15993/1129	REGISTERED 07
MEXICO	7/10/1990	91276	12/23/1991	402930	REGISTERED 07
MEXICO	5/22/2003	601,944			PENDING 11
MEXICO	5/22/2003	601,946			PENDING 09
MEXICO	2/11/1994	190738	10/6/1994	476217	REGISTERED 07
MEXICO	5/22/2003	601,947			PENDING 07
MYANMAR	04/08/04	2077/2004	04/19/04	IV/2077/2004	REGISTERED 07
NEW ZEALAND	12/16/1993	232880	2/27/1996	B232880	REGISTERED 07
NICARAGUA	03/09/04	2004-840			PENDING 07
NIGERIA	11/30/1995	25681	3/20/1998	54169	REGISTERED 07
NIGERIA	11/30/1995	TP25682	7/22/1999	56393	REGISTERED 03
NORWAY	9/11/1990	904628	4/9/1992	150051	REGISTERED 07
OMAN	9/18/1990	4711	9/22/1998	4711	REGISTERED 07
PAKISTAN	11/16/1995	132903			PENDING 03
PAKISTAN	11/16/1995	132904			PENDING 07

PANAMA	03/02/04	133540-01			PENDING	07
PANAMA	11/20/1991	059084	6/6/1994	59084	REGISTERED	07
PARAGUAY	8/9/1990	09062	2/4/1991	144604	REGISTERED	07
PERU	02/27/04	203914			PENDING	07
PERU	9/27/1995	280143	11/27/1995	88397	REGISTERED	07
PHILIPPINES	12/28/2000	0010541			PENDING	07
PHILIPPINES	9/6/1990	73201	7/27/1992	53084	REGISTERED	07
POLAND	8/6/1992	Z-112310	6/23/1995	83147	REGISTERED	03,07
PUERTO RICO	03/12/04	3316			PENDING	07
SAINT KITTS & NEVIS			5/14/1997	4510	REGISTERED	07,09,11
SAUDI ARABIA	12/15/1990	12766	7/6/1991	239/41	REGISTERED	07
SOUTH AFRICA	7/11/1990	N/A	7/11/1990	90/5854	REGISTERED	07
SOUTH KOREA	12/27/1993	46550/93	6/13/1995	315448	REGISTERED	07
SOUTH KOREA	7/2/1996	28399/95	1/14/1998	390725	REGISTERED	07
SOUTH KOREA	8/20/1996	36589/96	12/29/1997	388754	REGISTERED	07
SPAIN	9/20/1990	1589064	8/5/1994	1589064	REGISTERED	07
SPAIN	5/19/1995	1966290	7/5/1996	1966290	REGISTERED	17
SPAIN	5/19/1995	1966289	7/5/1996	1966289	REGISTERED	12
SWEDEN	9/13/1990	90-8322	4/10/1992	232481	REGISTERED	07
TAIWAN	8/25/1994	83-055029	7/16/1995	684364	REGISTERED	12
TAIWAN	8/25/1994	83-055037	6/16/1995	681204	REGISTERED	03
TAIWAN	8/25/1994	83-055028	7/16/1995	683875	REGISTERED	07
TAIWAN	12/29/2000	89-076878	7/16/1995	982753	REGISTERED	07
THAILAND	9/13/1994	272114	5/8/1995	KOR28478	REGISTERED	07
THAILAND	02/17/04	544773			PENDING	07
UKRAINE	12/13/1995	95123387/T	6/15/2001	19705	REGISTERED	03,07
UNITED ARAB EMIRATES	4/23/1996	15899	4/23/1998	14626	REGISTERED	03
UNITED ARAB EMIRATES	4/23/1996	15898	4/23/1998	14625	REGISTERED	07

UNITED KINGDOM	5/26/1994	1573236	5/26/1994	B 1573236	REGISTERED 07
UNITED KINGDOM	3/9/1990	1417991	3/9/1990	B 1417991	REGISTERED 07
VENEZUELA	7/4/2002	10176/2002			PENDING 07
VENEZUELA	01/20/04	617-2004			PENDING 07
VIETNAM	11/30/1995	26 259	9/9/1996	22 190	REGISTERED 03,07

POWER-MATE

AUSTRALIA	9/5/1995	671705	9/5/1995	671705	REGISTERED 07
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POWERMATE CLEANMACHINE

SOUTH KOREA	12/27/1993	46551/93	6/13/1995	315447	REGISTERED 07
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POWERMATE in Katakana characters

JAPAN	1/17/1992	04 - 002,968	2/24/1997	2,719,790	REGISTERED 11
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POWERMATE in Korean characters

SOUTH KOREA	7/2/1996	28400/96	1/14/1998	390726	REGISTERED 07
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PRO-GEN

EUROPEAN UNION	7/30/1999	001261445	9/28/2000	001261445	REGISTERED 07,08
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EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

Licenses

None

B-1

STATE OF)
) ss.:
COUNTY OF)

On the ___ day of _____, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of POWERMATE CORPORATION, the corporation which executed the foregoing instrument and that he/she signed his/her name thereto by order of the board of directors of such corporation.

Notary Public