

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wire Rope Corporation of America, Inc.		06/17/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Business Credit (USA) Inc.		
<b>Street Address:</b>	452 Fifth Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73794346	SAILBRYTE	
<b>Serial Number:</b>	74637887	SAILBRYTE II	
<b>Serial Number:</b>	78317859	TUF-MAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	pagodoa@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1030 Fifteenth Street, NW, Suite 920		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		
<b>Signature:</b>	/pja/		

CH \$90.00 73794346

Date:

07/07/2005

**Total Attachments: 4**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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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):  
Wire Rope Corporation of America, Inc.  
609 North Second Street  
St. Joseph, MO 64501

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation-State: Delaware  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: HSBC Business Credit (USA) Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 452 Fifth Avenue  
City: New York State: NY ZIP: 10018

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

3. Nature of conveyances:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other \_\_\_\_\_

Execution Date: June 17, 2005

4. Application Number(s) or registration number(s):  
 A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700  
 City: Washingt

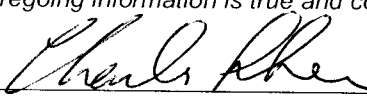
6. Total number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41): ..... \$ 90<sup>00</sup>  
 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*

Charles Scheer                                            July 1, 2005  
 Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 4

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

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

WHEREAS, Wire Rope Corporation of America, Inc., a corporation formed under the laws of Delaware, located at 609 North Second Street, St. Joseph, Missouri 64501 ("Borrower"), owns the trademarks and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC Business Credit (USA) Inc. ("HSBC") and various other financial institutions (collectively, "Lenders") and HSBC as agent for Lenders ("Agent"), pursuant to (i) a certain Third Amended and Restated Loan and Security Agreement, dated as of June 17, 2005, among Agent, Lenders, Borrower, The CIT Group/Business Credit, Inc., as documentation agent, JPMorgan Chase Bank, N.A., as syndication agent and the other Persons named therein as Consolidated Subsidiaries (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") and (ii) a certain Amended and Restated Collateral Trademark Security Agreement, dated as of June 30, 2003, made by Borrower in favor of Agent (as amended, modified, restated or supplemented from time to time, collectively, the "Trademark Security Agreement"; together with the Loan Agreement, the Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby confirm its previous grant to Agent, for its benefit and for the ratable benefit of Lenders, of a continuing security interest in and to the Trademarks, and recordings and applications therefor, including without limitation the Trademarks and trademark applications listed in Schedule A hereto, which security interest shall secure all the Indebtedness as defined in the Agreements and in accordance with the terms and provisions thereof, which security interest shall be subordinate and junior to the liens or security interests of the Term Loan Agent pursuant to the terms of the Intercreditor Agreement. In accordance with Section 3 of the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby modified to include the Trademarks and trademark applications set forth on Schedule A hereto.

(SIGNATURE PAGE FOLLOWS)

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

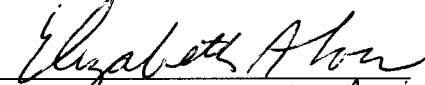
Dated: New York, New York

June 17, 2005

Witness:

  
\_\_\_\_\_

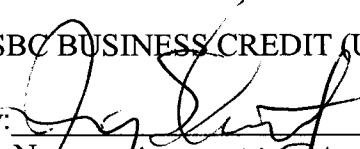
WIRE ROPE CORPORATION OF AMERICA,  
INC.

By:   
Name: Elizabeth A. Low  
Its: Chief Financial Officer

Witness:

  
\_\_\_\_\_

HSBC BUSINESS CREDIT (USA) INC., as Agent

By:   
Name: Jimmy Schwartz  
Its: Vice President

SCHEDULE A

Schedule A to Supplemental Trademark Security Agreement dated June 17, 2005, by and between Wire Rope Corporation of America, Inc. and HSBC Business Credit (USA) Inc., as Agent.

APPLICATION  
OR TRADEMARK NO.

73/794346  
74/637887  
78/317859

ISSUE OR  
FILING DATE

4/20/89  
02/24/95  
10/23/03

TITLE  
Sailbryte  
Sailbryte II  
Tuf-Max