

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

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

Pliers International Inc.

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

Citizenship _____

Execution Date(s) June 9, 2005

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Supplemental Trademark Security Agreement

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: JP Morgan Chase Bank

Internal Address: _____

Street Address: One Chase Square, CS-5

City: Rochester

State: New York

Country: USA Zip: 14643

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship _____

Corporation - Citizenship _____

Other Bank

Citizenship New York

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1317649 1313162

Additional numbers attached? Yes No

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

Elaine D. Ziff, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2656
Fax: (917) 777-2656
eziff@skadden.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 1.21(h) and 3.41) \$65

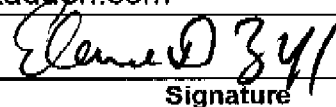
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 139900/481)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: **Faith C. Robinson**

9. Signature.



Signature

June 17, 2005

Date

Elaine D. Ziff, Esq.

Name of Person Signing

Total number of pages including cover sheet, and documents:

5

CH \$40.00 192385 1317649

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT ("Agreement"), dated June 9, 2005, is made by Pliers International Inc., a Delaware corporation, located at 10 Keith Way, Hingham, MA 02034, ("Assignor") in favor of JP Morgan Chase Bank, a New York bank, located at One Chase Square, CS-5, Rochester, NY 14643, as collateral agent for certain lenders (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 registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered in the United States (the "Trademarks") having acquired such marks, along with the goodwill of the business symbolized by and associated with such marks, from Nickerson Machinery Co. Inc., a Massachusetts corporation, pursuant to an Assignment, dated July 1, 1999, and recorded in the U.S. Patent and Trademark Office on August 3, 2004 at Reel 2907/Frame 0588;

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 Assignee, 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 marks on Schedule 1, along with the goodwill of the business symbolized by and associated with such marks, and confirms that the same are part of 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, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

PLIERS INTERNATIONAL INC.

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

STATE OF OHIO

ss.:

COUNTY OF HAMILTON

On this 10th day of June, 2005, before me personally came Robert 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 s/he is the Treasurer of Pliers International Inc., a corporation, and that s/he executed the foregoing instrument in the name of Pliers International Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

By: Jean Moyer
Name: Jean Moyer

Notary Public
My Commission Expires: June 11, 2007



SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENTTrademarks

Owner: Pliers International Inc.

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Date Registered</u>
USA	NICKERSON	1,317,649	2/5/85
USA	NM	1,313,162	1/8/85