

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fidelity Manufacturing Co., Inc.		02/24/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland		
Street Address:	St Philip's Place		
Internal Address:	Corporate and Structured Finance, 6th Floor		
City:	Birmingham		
State/Country:	UNITED KINGDOM		
Postal Code:	B3 2RB		
Entity Type:	COMPANY:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	893691	LISCO	
Registration Number:	312604	RITEWAY	
CORRESPONDENCE DATA			
Fax Number:	(202)639-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-639-7328		
Email:	wadeki@ffhsj.com		
Correspondent Name:	Fried Frank Harris Shriver Jacobson LLP		
Address Line 1:	1001 Pennsylvania Ave. NW		
Address Line 2:	Attn: Kimberly J. Wade		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	5744-3		
DOMESTIC REPRESENTATIVE			

OP \$65.00 893691

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Kimberly J. Wade

Signature:

/Kimberly J. Wade/

Date:

03/15/2006

Total Attachments: 6

source=Fidelity#page1.tif

source=Fidelity#page2.tif

source=Fidelity#page3.tif

source=Fidelity#page4.tif

source=Fidelity#page5.tif

source=Fidelity#page6.tif

**Grant of Security Interest
in United States Patents and Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Fidelity Manufacturing Co., Inc., a Delaware corporation (“Grantor”), with offices at 890 Supreme Drive, Bensenville, IL 60106, hereby confirms the grant, and to the extent not already created, grants to The Royal Bank of Scotland PLC, a company incorporated in Scotland, as Security Trustee (as defined in the Security Agreement), and all successors and permitted assigns of the Security Trustee (the “Grantee”), a security interest in all of the 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 “Patent and Trademark Collateral”), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each Patent License, including each Patent License listed on Schedule A hereto;

(iii) each United States trademark, trademark registration and trademark application (but excluding in all cases all intent-to-use United States trademark applications until and unless an amendment to allege use or statement of use has been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto;

(iv) each trademark license, whether registered or not, including each Trademark License referred to in Schedule B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(v) all products and proceeds of the foregoing, including any claim by the Assignor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or under any Patent or Trademark licensed under any Patent License or Trademark License, including any such License listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.


THIS SECURITY INTEREST has been granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement, dated February ___, 2006, made by the Grantor, in favor of the Grantee, as such document may be amended, modified or supplemented from time to time (the “Security Agreement”).

The rights and remedies of the Grantee with respect to the security interest described herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officers as of the day and year first above written.

By: Fidelity Manufacturing Co., Inc., as Grantor

The Royal Bank of Scotland PLC, as Security Trustee and Grantee

By: 
Name: Christopher J. Urgo
Title: Vice President, Secretary

By: _____
Name:
Title:

STATE OF Illinois)
)
County OF DuPage)

The foregoing instrument was acknowledged before me this 24th day of February, 2006 by
Christopher S. Urso as Vice President, Secretary on behalf of
Fidelity Manufacturing Co., Inc., a Delaware corporation.

My commission expires: 9-11-06

[Notarial Seal]




Mary K. Heitz
Notary Public

IP (Fidelity)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officers as of the day and year first above written.

By: Fidelity Manufacturing Co., Inc., as Grantor

The Royal Bank of Scotland PLC, as Security Trustee and Grantee

By: 
Name: Christopher J. Urgo
Title: Vice President, Secretary

By: _____
Name:
Title:

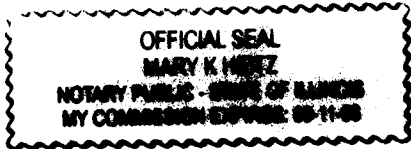
STATE OF Illinois)
)
County OF DuPage)

The foregoing instrument was acknowledged before me this 24th day of February, 2006 by Christopher S. Urso as Vice President, Secretary on behalf of Fidelity Manufacturing Co., Inc., a Delaware corporation.

My commission expires: 9-11-06

[Notarial Seal]

Mary K. Hertz
Notary Public



IP (Fidelity)

**Schedule B to Grant of Security Interest
in United States Patents and Trademarks**

TRADEMARKS

<u>Registration No.</u>	<u>Country</u>	<u>Registration Date</u>	<u>Mark</u>
893,691	United States	06/30/70	LISCO
312,604	United States	05/01/34	RITEWAY (Stylized)

TRADEMARK APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Mark</u>
-------------------	----------------	--------------------	-------------

None

TRADEMARK LICENSES

None