

Form PTO-1594 (Rev. 01-09)
 OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Bolttech, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Pennsylvania
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) November 20, 2009

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Pennsylvania

Internal _____

Address: _____

Street Address: 525 William Penn Place, Suite 2910

City: Pittsburgh

State: Pennsylvania

Country: U.S.A. Zip: 15219

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

Other Bank Citizenship State of Pennsylvania

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)

76/590,673

B. Trademark Registration No.(s)

1,808,825 3,471,819 2,308,335 2,308,334 2,417,787
 2,804,646 2,310,359

Additional sheet(s) attached? Yes No

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

See attached Exhibit B to Security Agreement for Description of Trademarks

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

Name: Paul D. Bangor, Jr.

Internal Address: Thorp Reed & Armstrong, LLP

14th Floor, One Oxford Centre

Street Address: 301 Grant St.

City: Pittsburgh

State: Pennsylvania Zip: 15219

Phone Number: 412 394 7767

Fax Number: 412 394 2555

Email Address: pbangor@thorpreed.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 20-0888

Authorized User Name Paul D. Bangor, Jr.

9. Signature:

Paul D. Bangor, Jr.
 Signature

December 9, 2009

Date

Paul D. Bangor, Jr.

Name of Person Signing

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

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004112 FRAME: 0167

700424742

CH \$215.00 200888 76590673

Addendum to U.S. Trademark Recordation Form Coversheet for Recording
Security Agreement dated effective November 20, 2009

Additional Name of Conveying Parties

1. Mannings, U.S.A., Inc., a New Jersey corporation, with respect to U.S. Registration Nos. 3,471,819, 2,804,646, 2,308,335, 2,310,359, 2,308,334.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Patent, Trademark and Copyright Security Agreement, executed the 18th day of November, 2009, to be effective as of November 20, 2009 (the "Effective Date"), made by Bolttech Mannings Acquisition Corporation, a Delaware corporation ("AcquisitionCo"), Bolttech, Inc., a Pennsylvania corporation ("Bolttech"), Mannings, U.S.A., Inc., a New Jersey corporation ("Mannings"), Mannings Global Tooling Services, LLC, a Texas limited liability company ("Mannings Global"), Titan Mannings Texas, LLC, a Texas limited liability company ("Titan Mannings"), Lee Innovative Solutions, LLC, a Texas limited liability company ("Lee Innovative") (AcquisitionCo, Bolttech, Mannings, Mannings Global, Titan Mannings and Lee Innovative are each, a "Borrower" and collectively, the "Borrowers") and Bolttech Holdings, LLC, a Delaware limited liability company ("Bolttech Holdings") (the Borrowers and Bolttech Holdings are each, a "Grantor", and collectively, the "Grantors"), for the benefit of Citizens Bank of Pennsylvania (the "Bank") (the "Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated the 20th day of November, 2009, by and among AcquisitionCo, Bolttech, Mannings, Mannings Global Tooling Services, LLC, a Texas limited liability company ("Mannings Global"), Titan Mannings Texas, LLC, a Texas limited liability company ("Titan Mannings") and Lee Innovative Solutions, LLC, a Texas limited liability company ("Lee Innovative") (AcquisitionCo, Bolttech, Mannings, Mannings Global, Titan Mannings and Lee Innovative are each, a "Borrower" and collectively, the "Borrowers"), Bolttech Holdings, LLC, a Delaware limited liability company and the Bank (as amended, modified, supplemented or restated from time to time, the "Credit Agreement"), (i) the Bank has agreed to extend credit to the Borrowers and (ii) each Grantor has agreed, among other things, to grant to the Bank a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor agrees as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Bank a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter

due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Bank a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Bank a security interest in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) - (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

5. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Bank a Lien in all of such

Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all other Loan Documents shall have been terminated, such Grantor will not enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights and such Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Bank under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by such Grantor. Each Grantor hereby authorizes the Bank as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of such Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Bank that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) Such Grantor is the owner of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which such Grantor is a party or any judgment or decree by which such Grantor is bound and does not require any consent under any other agreement to which such Grantor is a party or by which such Grantor is bound. Such Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Bank following the occurrence of an Event of Default as the grantee of the pledge of such Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Bank of all Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Bank to such Grantor. This Security Agreement, the security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations (other than Inchoate Indemnity Obligations) have been satisfied in full and the Credit Agreement has been terminated. Upon the termination of this Security Agreement pursuant to the preceding sentence, (i) the Bank shall promptly (and, in any event, within ten (10) Business Days of written request of the Grantors) file or record such documents and instruments (including termination statements) as shall be necessary or reasonably requested by the Grantors to release the Liens granted hereunder, and (ii) if the Bank fails to file or record the documents and instruments referred to in the foregoing clause (i) in the time period prescribed therein, the Grantors are authorized to file or record the same.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Bank and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to any Grantor, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Bank and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition,

assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Bank.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Bank, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the Effective Date or thereafter until the Obligations shall have been satisfied in full and the Credit Agreement shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights in accordance with its customary practices in the ordinary course of business, and (iv) to take all steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright.

12. Financing Statements; Documents. Each Grantor hereby authorizes the Bank to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Bank and the Grantors will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Bank. The Grantors will execute and deliver to the Bank from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Bank may require for the purpose of confirming the Bank's security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Grantors and/or the Bank to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Bank's participation. If requested by a Grantor, the Bank shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Bank shall have the same rights, if any, as the applicable Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Bank shall commence any such suit, such Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement and such Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Paragraph 13.

14. Defecance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment and satisfaction in full of the Obligations (other than Inchoate Indemnity Obligations) and performance of all obligations under the Credit Agreement, this Security Agreement shall terminate automatically and be of no further force and effect and at the request of the Grantors, the Bank shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Bank to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of any Grantor.

15. Waivers. No course of dealing between the Loan Parties and the Bank nor any failure to exercise nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Bank's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of Law provisions thereof.

21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantors or the Bank in accordance with the provision of this Agreement shall be given or made as provided in Section 10.5 of the Credit Agreement.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement as a documenter under seal, to be effective as of the Effective Date.

BOLTTECH MANNINGS ACQUISITION CORPORATION

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

BOLTTECH, INC.

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

MANNINGS, U.S.A., INC.

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

MANNINGS GLOBAL TOOLING SERVICES, LLC

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

TITAN MANNINGS TEXAS, LLC

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

LEE INNOVATIVE SOLUTIONS, LLC

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

BOLTTECH HOLDINGS, LLC

By: [Signature] (SEAL)
Name: Jeffrey Vincent
Title: Vice President and Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 11/18/09 before me, Karen J. Jones, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Vincent
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen J. Jones
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

SCHEDULE A**PATENTS**

1. U.S. Patent Registrations:

Owner	Reg. No.	Title	Date Issued
Bolttech, Inc.*	5,277,084	Stud Drive and Remover for Large Diameter Studs	01/11/1994
Bolttech, Inc.*	5,690,004	Stud Driver and Remover Having Core Relief Recess Preventing the Stud from Being Jammed in Core	11/25/1997
Bolttech, Inc.*	5,970,824	Wrench with High Inertia Torque System and Method for Using Same	10/26/1999
Bolttech, Inc.**	6,009,775	Wrench with High Inertia Torque System and Method for Using Same	01/04/2000 ¹
Bolttech, Inc.**	6,912,933	Hydraulic Torque Wrench System	07/05/2005
Bolttech, Inc.**	7,082,858	Hydraulic Torque Wrench System	08/01/2006
Bolttech, Inc.***	7,225,707	Torque Wrench with Quick-Release Gear Set	06/05/2007
Mannings, U.S.A., Inc.	5,523,546	Apparatus and Method of Inductively Heating a Workpiece with a Slender Bone	06/04/1996

* Acquired from Monster Grip, Inc. on June 5, 2006.

** Acquired from Brian Knopp and Harry J. Knopp, Sr. on June 29, 2007.

*** Acquired from Brian Knopp on June 29, 2007.

2. Mannings U.S.A., Inc. owns European Patent No. EP0811304, entitled "Apparatus and Method for Inductively Heating a Workpiece." This patent is registered in Austria, Belgium, Switzerland, Finland, France, the United Kingdom, Ireland, Italy, Luxembourg, the Netherlands, Germany, Spain and Sweden under no. 96915581.1/0811304.

¹ Third parties may be entitled to intervening rights during the time period between February 4, 2008 to July 9, 2008

SCHEDULE B**TRADEMARKS/TRADE NAMES**

1. U.S. Trademark Registrations:

<u>Owner</u>	<u>Reg. No.</u>	<u>Mark</u>	<u>Date Issued</u>	<u>Int'l Class</u>	<u>Status</u>
Bolttech, Inc.	1,808,825	"MONSTER GRIP"	12/07/1993	007	Renewed - 2003
Bolttech, Inc.	2,417,787	"HITS WRENCH"	01/02/2001	007	Registered
Mannings	3,471,819	"MANWOOL"	07/22/2008	017	Registered
Mannings	2,804,646	"SUPERKNIT"	01/13/2004	017	Registered
Mannings	2,308,335	"M MANNINGS U.S.A." and Design	01/18/2000	009 011 037	Registered
Mannings	2,310,359	"MANNINGS U.S.A."	01/25/2000	009 011 037	Registered
Mannings	2,308,334	"MANNINGS"	01/18/2000	009 011 037	Registered

2. U.S. Trademark Applications:

<u>Owner</u>	<u>App. No.</u>	<u>Mark</u>	<u>Date Filed</u>	<u>Int'l Class</u>	<u>Status</u>
Bolttech	76/590,673	"TAG"	12/07/1993	007	Abandoned - 2005

3. Bolttech, Inc. has common law rights in and to the following unregistered trade names and trademarks:

- a. "BOLTTECH";
- b. "BOLTTECH-MANNINGS";
- c. "PORTA-TORQUE" (formerly the subject of U.S. Trademark Registration No. 1,971,933, issued on April 30, 1996);
- d. "TAG" (formerly the subject of U.S. Trademark Application No. 76/590,673, abandoned on June 30, 2005);
- e. the "BOLTTECH" logo; and
- f. the "BOLTTECH-MANNINGS" logo.

4. Mannings has common law rights in and to the following unregistered trade names and trademarks:

- a. "MANNINGS USA, INC.";

- b. "MANNINGS INC."; and
- c. "BOLTTECH-MANNINGS."

SCHEDULE C

COPYRIGHTS

None.

SCHEDULE D

LICENSES

1. Bolttech's website was created and is maintained by Polar Design. There was no written agreement between Bolttech and Polar Design, and the invoices issued by Polar Design to Bolttech do not address the issue of ownership of the website or any changes made to it. Accordingly, Polar Design owns rights in the website. At a minimum, however, Bolttech has an implied license to use the website for the purpose for which it was intended.
2. Bolttech Holdings and its subsidiaries own the unregistered copyright in various brochures, catalogs, instruction sheets and other publications relating to Bolttech Holdings and its subsidiaries' business.
3. Mannings has paid a one time fee to use the "Data Manager" program owned by FGH Controls, Ltd. which operates temperature control equipment owned by Mannings. This is a non-transferable perpetual license, with no restrictions on use
4. Mannings has licensed certain software and related rights from Pitney Bowes pursuant to the Equipment Lease, the Equipment Service Agreement and related documents, each dated as of September 22, 2005, between Mannings and Pitney Bowes Credit Corporation
5. Bolttech granted a continuing security interest and lien on all of its right, title and interest to all of its current and future existing patents and patent applications pursuant to the Patent Security Agreement, dated as of October 16, 2008, by and between Bolttech and Fifth Third Bank
6. Mannings granted a continuing security interest and lien on all of its right, title and interest to all of its current and future existing patents and patent applications pursuant to the Patent Security Agreement, dated as of October 16, 2008, by and between Bolttech and Fifth Third Bank
7. Bolttech granted a continuing security interest and lien on all of its right, title and interest to all of its current and future existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications pursuant to the Trademark Security Agreement, dated as of October 16, 2008, by and between Bolttech and Fifth Third Bank.
8. Mannings granted a continuing security interest and lien on all of its right, title and interest to all of its current and future existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications pursuant to the Trademark Security Agreement, dated as of October 16, 2008, by and between Bolttech and Fifth Third Bank.

9. Bolttech has licensed certain software from Discovery Solutions, Inc. pursuant to the Web Based Solution Agreement between Discovery Solutions International, Inc. and Bolttech, Inc. dated February 8, 2008.

10. Bolttech has licensed certain software from Ideal Integrations pursuant to the Agreement between Bolttech, Inc. and Ideal Integrations dated September 10, 2009.

11. See item 11 on Schedule 6.1.7 of the Credit Agreement.