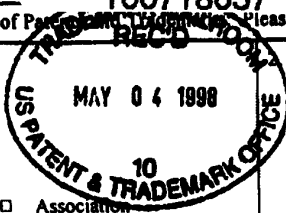




Tab Settings

100718637

To the Honorable Commissioner of Patents and Trademarks: Please record use attached original documents or copy thereof.



1. Name of conveying party(ies):

Cambridge, Inc.

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

Additional names of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: March 11, 1998

Name and address of receiving party(ies):

Name: PNC Bank Delaware

Internal Address:

Street Address: 3 The Plaza

City: Dover State: DE ZIP: 19901

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State:
- Other: bank

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

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

A. Trademark Application No.(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 concerning document should be mailed:

Name: Michael L. Dever

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 301 Grant Street

20th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365.00

- 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.

Michael L. Dever

Name of Person Signing

Michael Dever  
Signature

4/30/98  
Date

Total number of pages comprising cover sheet: 11

REEL: 1729 FRAME: 0078

0000216 145417  
APR 29 1998  
TRADEMARK

**SCHEDULE A**

<b>Registration No.</b>	<b>Registration Date</b>
1,454,877	09-01-87
1,284,995	07-10-84
1,284,994	07-10-84
1,168,070	09-08-81
804,471	03-01-66
1,737,950	12-08-92
1,325,611	03-19-85
1,685,079	05-05-92
1,670,967	01-07-92
785,947	03-02-65
964,956	07-31-73
1,591,719	04-17-90
1,148,708	03-24-81

<b>Serial No.</b>	<b>Filing Date</b>
75/159,879	08-22-96

**TRADEMARK**  
**REEL: 1729 FRAME: 0679**

**AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Amendment to the Patent, Trademark and Copyright Security Agreement (the "Amendment"), dated March 11, 1998, is entered into by and between CAMBRIDGE, INC., a Maryland corporation (the "Debtor"), and PNC BANK, DELAWARE, as Agent for the Banks (as defined below) (the "Secured Party").

WHEREAS, the Debtor and the Secured Party are parties to that certain Patent, Trademark and Copyright Security Agreement dated July 18, 1997 (the "Agreement") in which Debtor granted Secured Party a security interest in certain Patents and Trademarks.

WHEREAS, the Patents in which a security interest was granted to the Secured Party were recorded in the United States Patent and Trademark Office on August 11, 1997 at reel 8639, frame 0699 and the Trademarks in which a security interest was granted to the Secured Party were recorded in the United States Patent and Trademark Office on August 11, 1997 at reel 1622, frame 0414.

WHEREAS, the Credit Agreement referred to in the Agreement has been amended and restated pursuant to an Amended and Restated Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among Debtor, as borrower, MWB Acquisition, Inc. as borrower (Debtor and MWB Acquisition, Inc. collectively referred to herein as "Borrowers"), Cambridge Acquisition, Inc. as Guarantor, the Banks party thereto (the "Banks") and Secured Party as lender and agent for the Banks in which Secured Party and the Banks have agreed to provide certain loans to the Borrowers, and the Debtor has agreed, among other things, to grant a security interest to the Secured Party for the benefit of the Banks in the patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described in the Agreement.

WHEREAS, Debtor wishes to amend the Agreement to provide that the Patents Trademarks and Copyrights granted as security therein be granted to PNC Bank, Delaware in its capacity as agent for the Banks and that such Patents, Trademarks and Copyrights secure the obligations of the Borrowers under the Amended and Restated Credit Agreement.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.
2. Except as otherwise provided herein, all references to Borrower in the Agreement shall be references to Debtor as defined herein.
3. All references to the Credit Agreement in the Agreement shall be references to the Amended and Restated Credit Agreement as described herein.

**TRADEMARK  
REEL: 1729 FRAME: 0680**

4. Section 2 of the Agreement is hereby amended to read as follows:

To secure the payment and performance of all Obligations and other liabilities of the Borrowers now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), Debtor hereby grants, and conveys a security interest to Secured Party, for the benefit of the Banks, the entire right, title and interest of Debtor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by Debtor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

5. Except as expressly modified by this Amendment, all of the terms, conditions, representations, warranties and covenants of the Agreement are true and correct and shall continue in full force and effect, including, without limitation, all liens and security interests securing the Debtor's Obligations to the Secured Party for the benefit of the Banks.

6. This Amendment may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**TRADEMARK  
REEL: 1729 FRAME: 0681**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

CAMBRIDGE, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

PNC BANK, DELAWARE, as Agent

By: Jeffrey C. [Signature]  
Title: vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

CAMBRIDGE, INC.

By:   
Title: President


PNC BANK, DELAWARE, as Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

PGH: 403753-1

\*\*\* TOTAL PAGE.03 \*\*\*

TRADEMARK  
REEL: 1729 FRAME: 0683



**Schedule A  
to  
Patent, Trademark, and Copyright Security Agreement**

**List of Registered Patents, Trademarks,  
Trade Names and Copyrights**

**Cambridge, Inc.**

See attached for list of patents and trademarks.

## ACTIVE PATENT STATUS REPORT

Current Patents and Patent Applications

FILE NO.	APPL NO.	INVENTOR	SUBJECT	TITLE	PAT. NO.	PAT. DATE
	652987	Esterson-Marth	DiaCrimp	Single faceted round back	5,176,249	01/05/6
		Bailey-Carduff		wire oblique crimp connecting rod woven wire conveyor belt		
1504142	8077064	Hager	Stacking Belt	Self supporting conveyor belt with wireformed spacers	5,350,056	09/27/6
1504163	08/785,953	Hager	Cam-Grid w/o button head	Conveyor rod in side link connection.	pending	
1504187A	08/662,412	Kucharski- Esterson	Leading Edge	Wire conveyor belt with tension transfer	pending	

TRADEMARK  
REEL: 1729 FRAME: 0685



Current U.S. Trademarks -  
U.S. Trademark Cases by Owner - All

THE CAMBRIDGE WIRE CLOTH COMPANY

Mark/Goods	Serial No.	Filed	Registered No.	Dated	Status
C LOGO	73/645515	02/19/1987	1454877	09/01/1987	REGISTERED
OWNER1: CAMBRIDGE WIRE CLOTH COMPANY, THE					
METAL CARGO LIFTING SLINGS AND LOAD BINDERS; WIRE CLOTH AND SCREENING FOR GENERAL INDUSTRIAL USE, IN CLASS 6; BELTS FOR CONVEYERS, IN CLASS 7; FOR PLASTIC CARGO LIFTING SLINGS, IN CLASS 22					
CAM-CLEAN	73/430947	06/20/1983	1284995	07/10/1984	REGISTERED
OWNER1: CAMBRIDGE WIRE CLOTH COMPANY, THE					
CONVEYOR BELTING	73/430946	06/20/1983	1284994	07/10/1984	REGISTERED
CAM-GRID	OWNER1: CAMBRIDGE WIRE CLOTH COMPANY, THE				
CONVEYOR BELTING	73/256624	04/03/1980	1168070	09/08/1981	REGISTERED
CAMBRI-LINK	OWNER1: CAMBRIDGE WIRE CLOTH COMPANY, THE				
WIRE CONVEYOR BELTING	72/217072	04/22/1965	804471	03/01/1966	REGISTERED
CAMBRIDGE	OWNER1: CAMBRIDGE WIRE CLOTH COMPANY, THE				

TRADEMARK

REEL: 1729 FRAME: 0686





Foreign Trademark Cases by Owner or Joint Owner - All

THE CAMBRIDGE WIRE CLOTH COMPANY

Country	Mark/Goods	Class 1	Class 2	Serial No.	Dated	Reg. No.	Dated	Status
JAPAN	C LOGO	9	0	72119/1990	06/25/1990	2556542	07/30/1993	REGISTERED
<p>CLASS 9: PLASTIC CONVEYOR BELTS, METAL CONVEYOR BELTS, ALL OTHER CONVEYOR BELTS, OTHER COMPONENT PARTS OF BELT CONVEYORS, AND ALL OTHER CARGO HANDLING MACHINES AND PARTS THEREOF; WIRE CLOTH FILTERS, SCREENS, STRAINERS, BASKETS AND TRAYS, ALL BEING PARTS OF FILTERING AND SCREENING MACHINES; AND ALL OTHER GOODS INCLUDED IN THIS CLASS</p>								
JAPAN	C LOGO	7	0	72937/1990	06/28/1990	2582573	09/30/1993	REGISTERED
<p>CLASS 7: CEILING BOARDS, WALL BOARDS, WALL PANELS ALL BEING OF METAL, OTHER METALLIC MATERIALS FOR BUILDING AND CONSTRUCTION, AND ALL OTHER GOODS INCLUDED IN THIS CLASS</p>								
JAPAN	CAM-GRID	9	0	72120/1990	06/25/1990	2485155	12/25/1992	REGISTERED
<p>CLASS 9: PLASTIC CONVEYOR BELTS, METAL CONVEYOR BELTS, ALL OTHER CONVEYOR BELTS, OTHER COMPONENT PARTS OF BELT CONVEYORS, AND ALL OTHER CARGO HANDLING MACHINES AND PARTS THEREOF; WIRE CLOTH FILTERS, SCREENS, STRAINERS, BASKETS AND TRAYS, ALL BEING PARTS OF FILTERING AND SCREENING MACHINES; AND ALL OTHER GOODS INCLUDED IN THIS CLASS</p>								
JAPAN	CAMBRI-LINK	9	0	72121/1990	06/25/1990	2485156	12/25/1992	REGISTERED
<p>CLASS 9: PLASTIC CONVEYOR BELTS, METAL CONVEYOR BELTS, ALL OTHER CONVEYOR BELTS, OTHER COMPONENT PARTS OF BELT CONVEYORS, AND ALL OTHER CARGO HANDLING MACHINES AND PARTS THEREOF; WIRE CLOTH FILTERS, SCREENS, STRAINERS, BASKETS AND TRAYS, ALL BEING PARTS OF FILTERING AND SCREENING MACHINES; AND ALL OTHER GOODS INCLUDED IN THIS CLASS</p>								

TRADEMARK

REEL: 1729 FRAME: 0689

**CERTIFICATION**

I hereby certify that the Amendment to Patent, Trademark and Copyright Security Agreement between Cambridge, Inc. and PNC Bank, Delaware is a true and exact copy of the original Amendment to Patent, Trademark and Copyright Security Agreement.

*April 29, 1998*  
Date

*Angelina F. Beyerl*  
Angelina F. Beyerl

Notarial Seal  
Angelina F. Beyerl, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Sept. 24, 2000  
Member, Pennsylvania Association of Notaries

RECORDED: 05/04/1998

TRADEMARK  
REEL: 1729 FRAME: 0690