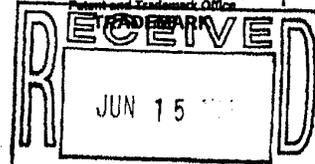


06-17-1998



100741426

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY



MRD 6/15/98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name National Forge Company

Execution Date  
Month Day Year  
4 6 98

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Pennsylvania

Receiving Party

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKA/TA 600 Fifth Avenue, 4th Floor, New York, NY 10020

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Agent

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization \_\_\_\_\_

06/16/1998 DCDATES 00000129 410471

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
75.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1741 FRAME: 0805

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="410,471"/>	<input type="text" value="1,877,394"/>	<input type="text"/>
<input type="text" value="793,291"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,863,490"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

THOMAS J. EDGINGTON

Name of Person Signing



Signature

6-12-98

Date Signed

TRADEMARK

REEL: 1741 FRAME: 0806

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**  Mark if additional names of conveying parties attached Execution Date  
Enter Additional Conveying Party Month Day Year  
Name National Forge Company Holdings, Inc. 4 6 98  
Formerly \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_  
 Citizenship State of Incorporation/Organization Delaware

**Receiving Party**  Mark if additional names of receiving parties attached  
Enter Additional Receiving Party  
Name \_\_\_\_\_  
DBA/AKA/TA \_\_\_\_\_  
Composed of \_\_\_\_\_  
Address (line 1) \_\_\_\_\_  
Address (line 2) \_\_\_\_\_  
Address (line 3) \_\_\_\_\_ City \_\_\_\_\_ State/Country \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_  
 Citizenship/State of Incorporation/Organization \_\_\_\_\_  
If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name National Forge Components, Inc.

4 6 98

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Pennsylvania

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)



RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
4 6 98

Name NFIP, Inc.

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization Delaware

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)


AMENDED AND RESTATED SECURITY AGREEMENT - INTELLECTUAL PROPERTY

This AMENDED AND RESTATED SECURITY AGREEMENT - INTELLECTUAL PROPERTY, dated as of April 6, 1998 (this "Agreement"), is entered into among National Forge Company, a Pennsylvania corporation ("NFC"), National Forge Company Holdings, Inc., a Delaware corporation ("Holdings"), National Forge Components, Inc., a Pennsylvania corporation ("Components"), NFIP Inc., a Delaware corporation ("NFIP", together with NFC, Holdings and Components and its and their successors individually referred to as a "Grantor" and, collectively with each subsidiary (if any) of a Grantor which by executing a supplement hereto becomes a party hereto (and its successors), referred to as the "Grantors"), and The Chase Manhattan Bank, as agent (in such capacity and together with any successors and assigns in such capacity, the "Agent") for itself and the Lenders party to the Credit Agreement referred to below.

*RECITALS*

WHEREAS, NFC is a party to that certain Credit Agreement (as amended, the "Existing Credit Agreement"), dated as of June 29, 1995, among NFC, Holdings, National Forge Europe Limited, a company organized under the laws of England, the Lenders thereunder (the "Lenders") and the Agent;

WHEREAS, pursuant to the Existing Credit Agreement, the Grantors entered into a Security Agreement - Intellectual Property, dated as of June 29, 1995, as supplemented by Supplement No. 1, dated as of April 30, 1997 (as so supplemented, the "Existing IP Security Agreement"), with the Agent (as successor by merger to Chemical Bank);

WHEREAS, the Existing Credit Agreement is being amended and restated pursuant to the terms of the Amended and Restated Credit Agreement, dated as of April 6, 1998 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms used but not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement), among the parties to the Existing Credit Agreement;

WHEREAS, the obligation of the Lenders to enter into the Credit Agreement and to lend thereunder and of the Agent to issue Letters of Credit thereunder are conditioned on, among other things, the execution and delivery of this Agreement in order to amend and restate the Existing IP Security Agreement;

WHEREAS, the Grantors are or may become the owners of the Pledged Collateral (as hereinafter defined); and

WHEREAS, each Grantor wishes to grant pledges and security interests in favor of the Agent for the benefit of the Agent and the Lenders (collectively, the "Secured Parties") to secure the payment of all the Secured Obligations (as defined in Section 2).

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree, and the Existing IP Security Agreement is amended and restated in its entirety, as follows:

SECTION 1. *Security Interests.* Each Grantor hereby creates, pledges, assigns, sets over, mortgages, hypothecates, transfers and grants to the Agent, its successors and its permitted assigns, for its benefit and for the benefit of the other Secured Parties, a continuing first priority Lien on, and pledge of and security interest in and to, all of such Grantor's right, title and interest in and to the following property, whether now owned or hereafter acquired (collectively, the "Pledged Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, all applications for letters patent of the United States, and all patents, patent registrations, patent applications and patent rights in any other countries or jurisdictions, or political subdivisions thereof, including, without limitation, all of those listed on *Schedule A* hereto, along with, in each case, any and all (A) inventions and improvements described and claimed therein, (B) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (C) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, and (D) rights to sue for past, present and future infringements thereof (collectively, the "Patents");

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration or recording applications filed in connection therewith (other than intent-to-use trademark or service mark applications, until after such time as an Amendment to Allege Use or Statement of Use is filed and accepted by the United States Patent and Trademark Office and the marks are actually used in commerce), including, without limitation, registrations, recordings and registration and recording applications whether in the United States Patent and Trademark Office, any State of the United States or in any similar office or agency of any other country or jurisdiction, or any political subdivision thereof, including, without limitation, those listed on *Schedule B* hereto, along with any and all (A) renewals thereof, (B) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements thereof, and (C) rights to sue for past, present and future infringements thereof (collectively, the "Trademarks");

(c) all copyright rights in any work subject to the copyright laws of the United States or any other country or jurisdiction, or political subdivision thereof, whether statutory or common law, owned by or assigned to a Grantor, whether as author, assignee, transferee or otherwise, and all registrations, recordings and applications for registration of any such copyright of each Grantor, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, or any office or department of any other country or jurisdiction, or any political subdivision thereof, including, without limitation, those listed on *Schedule C* hereto, along with any and all, (A) renewals and extensions thereof, (B) income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto,

including, without limitation, damages and payments for past, present or future infringements thereof and (C) rights to sue for past, present and future infringements thereof (collectively, the "Copyrights");

(d) all covenants not to sue with any other party with respect to a Patent, Trademark or Copyright, and any and all written agreements, now or hereafter in effect (i) granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license or granting any right to any Grantor under any Copyright now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (a "Copyright License"), (ii) granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement (a "Patent License"), or (iii) granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement (a "Trademark License"), including, without limitation, all such licenses, covenants and agreements listed on *Schedule D* hereto, along with any and all (A) renewals, extensions, supplements and continuations thereof, (B) income, royalties, damages, claims and payments now and hereafter due and/or payable to any Grantor with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof and (C) rights to sue for past, present and future infringements thereof (collectively, the "Licenses");

(e) any trade secrets, proprietary information, invention method, diagnostic test, design, process, procedure or formula or any improvement thereon, refinements thereof or know-how related thereto, in each case whether or not patented or able to be patented or registered or able to be registered with any governmental authority and all confidentiality agreements with any and all former, current or future employees of any Grantor relating thereto hereto (collectively, the "Know-How");

(f) the entire goodwill connected with the use of and symbolized by the Trademarks and other general intangibles of each Grantor;

(g) any and all material Patents, Trademarks, Copyrights, Licenses and Know-How acquired by each and any Grantor after the date hereof;

(h) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Pledged Collateral, any value received as a consequence of the possession of any Pledged Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Pledged Collateral, any claims of any Grantor against third parties for (and the rights to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License, (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License, (v) past, present or future

infringement of any Know-How now or hereafter owned by any Grantor and (vi) any and all other amounts from time to time paid or payable under or in connection with any of the Pledged Collateral;

(i) all intangible, intellectual or other similar property of the Grantors of any kind or nature now owned or hereafter acquired by any Grantor, including, without limitation, inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, Know-How, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual rights not otherwise described above; and

(j) all proceeds of the foregoing.

**SECTION 2. Secured Obligations.** This Agreement secures, and the Pledged Collateral is collateral security for, the prompt payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of all the Obligations, whether for principal, premium or interest (including, without limitation, interest which, but for the filing of a petition in bankruptcy with respect to any Borrower would accrue on such obligations), fees, expenses or otherwise and all obligations of each Grantor now or hereafter existing under this Agreement (all such obligations, including the Obligations, being the "Secured Obligations").

**SECTION 3. No Release.** Nothing set forth in this Agreement shall relieve any Grantor from the performance of any term, covenant, condition or agreement on such Grantor's part to be performed or observed under or in respect of any of the Pledged Collateral or from any liability to any Person under or in respect of any of the Pledged Collateral or impose any obligation on the Agent or any other Secured Party to perform or observe any such term, covenant, condition or agreement on any Grantor's part to be so performed or observed or impose any liability on the Agent or any other Secured Party for any act or omission on the part of any Grantor relating thereto or for any breach of any representation or warranty on the part of any Grantor contained in this Agreement or any other Loan Document or in respect of the Pledged Collateral or made in connection herewith or therewith. The obligations of each Grantor contained in this Section shall survive the termination of this Agreement and the discharge of each Grantor's other obligations hereunder and under the other Loan Documents.

**SECTION 4. Representations and Warranties.** Each Grantor hereby represents and warrants as follows:

(a) *Necessary Filings; Perfected First Priority Liens; No Other Liens.* All filings, registrations and recordings necessary, appropriate or reasonably requested by the Agent, including, without limitation, (i) recordations of all its interests in Patents and registered Trademarks in the United States Patent and Trademark Office and in any applicable office of any other jurisdiction and of all its interests in Copyrights in the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and the regulations thereunder and in any applicable office of any other jurisdiction and (ii) fully executed Uniform Commercial Code (as in effect in the State of New York, the "Code") financing statements containing a description of the Pledged Collateral in every governmental, municipal or other office in any jurisdiction in which a portion of the Pledged Collateral is located, to create, preserve, protect and perfect the validity and first priority of the security



interest granted by each Grantor to the Agent hereby in respect of the Pledged Collateral have been accomplished, and no further filing, refiling, recording, rerecording, registration or reregistration is necessary. Each Grantor is, and, as to Pledged Collateral acquired by it from time to time after the date hereof, each Grantor will be, the owner of all Pledged Collateral free from any Lien or other right, title or interest of any Person except for the lien and security interest created by this Agreement or by any other Loan Document. Each Grantor shall defend the Pledged Collateral against all claims and demands of all Persons at any time claiming any interest therein adverse to the Agent or any other Secured Party. The security interest granted to the Agent for the benefit of the Secured Parties pursuant to this Agreement in and to the Pledged Collateral constitutes and hereafter will constitute a valid, legal first priority perfected lien, pledge and security interest therein subject to no other Liens, other than the licenses listed on Schedule D hereto.

(b) *Other Financing Statements.* There is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) covering or purporting to cover any interest of any kind in the Pledged Collateral and so long as the Credit Agreement has not been terminated or any of the Secured Obligations of any Grantor remain outstanding, no Grantor shall execute, or authorize to be filed in any public office, any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Pledged Collateral, except financing statements filed or to be filed in respect of and covering the security interests granted hereby by each Grantor.

(c) *Title; Authorization; Enforceability.* Each Grantor has rights in, is the legal and beneficial owner of and has good title to the Pledged Collateral. Each Grantor has full corporate power, authority and legal right to execute and deliver this Agreement and to pledge and grant a security interest in all the Pledged Collateral pursuant to this Agreement. This Agreement has been duly and validly executed and delivered by each Grantor and constitutes the legal, valid and binding obligation of each Grantor, enforceable against each Grantor in accordance with its terms, without the consent or approval of any other person other than consent or approval that has been obtained.

(d) *No Consents, etc.* No consent of any other Person (including, without limitation, stockholders or creditors of any Grantor) and no consent, authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, which has not been obtained or given, is required either (i) for the pledge by any Grantor of the Pledged Collateral pursuant to this Agreement or for the execution, delivery or performance of this Agreement by each Grantor or (ii) for the exercise by the Agent of the rights provided for in this Agreement or the remedies in respect of the Pledged Collateral pursuant to this Agreement.

(e) *Pledged Collateral.* All information set forth herein relating to the Pledged Collateral is accurate and complete in all respects and *Schedules A, B, C, and D hereto*, respectively, are, in all material respects, true, correct and complete lists as of the date hereof of Patents, registered Trademarks, registered Copyrights and Licenses owned by each and all Grantors.

(f) *No Claims, etc.* Each Grantor owns or has rights to use all the Pledged Collateral. The use of such Pledged Collateral goes not, to the best of each Grantor's

knowledge, infringe on the rights of any Person and no claim has been made and remains outstanding that any Grantor's use of the Pledged Collateral does or may violate the rights of any Person.

(g) *Chief Executive Office.* The chief executive office of each Grantor is listed on *Schedule E* hereto. No Grantor shall change the location of its chief executive office except to such new location as such Grantor may establish in accordance with this subsection 4(g). No Grantor shall establish any other location for its chief executive office until (i) it shall have given to the Agent not less than 45 days' prior written notice of its intention to do so, clearly describing such new location, and (ii) with respect to such new location, it shall have provided such other information in connection therewith as the Agent may request and shall have taken all action reasonably satisfactory to the Agent to maintain the perfection and priority of the security interest of the Agent for the benefit of the Secured Parties in the Pledged Collateral intended to be granted hereby, including, without limitation, obtaining waivers of landlord's or warehouseman's liens with respect to such new location.

(h) *Information Regarding Names.* Each Grantor has disclosed in writing to the Agent on *Schedule B* the material trade names used to identify it in its business or in the ownership of its properties.

(i) *Licenses.* To the best of each Grantor's knowledge, on the date hereof, there is no default under any of the Licenses listed on *Schedule D* hereto either by such Grantor or any other party to any such License.

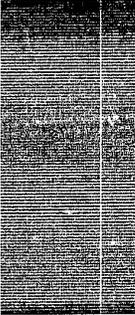
(j) *Location of Books and Records.* All books and records, documents and other tangible evidence relating to the Pledged Collateral held on the date hereof by each Grantor and pledged to the Agent for the benefit of the Secured Parties is located at the locations set forth on *Schedule F* hereto.

(k) *Validity of Patents, Trademarks and Copyrights.* Each of the Patents, Trademarks and Copyrights are valid, subsisting, unexpired and enforceable and has not been "abandoned" or "dropped". No holding, decision or judgment has been rendered by any governmental or other authority which would limit, cancel or question the validity of any Patent, Trademark or Copyright, and no proceeding is pending seeking to limit, cancel or question the validity of any Patent, Trademark or Copyright.

(l) *Validity of Security Interests.* The security interests granted by this Agreement constitute valid, perfected and enforceable security interests in all the Pledged Collateral.

**SECTION 5. *Supplements; Further Assurances.*** Each Grantor agrees that at any time and from time to time, at the expense of such Grantor, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Agent reasonably deems appropriate or advisable, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral.

**SECTION 6. *Covenants.*** (a) *Protection of the Agent's Security.* Each Grantor shall, at its sole cost and expense, make, execute, acknowledge and deliver, and file and record in the proper filing and recording offices, (i) on a continuing basis, all appropriate continuation statements



and (ii) upon reasonable request by the Agent, all such instruments or documents, including, without limitation, appropriate financing statements and amendments thereto and collateral agreements, and take all such actions as may be deemed reasonably necessary or appropriate by the Agent (A) to carry out the intent and purposes of this Agreement, (B) to assure and confirm to the Agent the grant or perfection of the security interests in the Pledged Collateral for the benefit of the Secured Parties, and (C) during the continuation of an Event of Default to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any Pledged Collateral. Each Grantor shall pay any applicable filing fees and other expenses related to the filing of such financing and continuation statements and to such other assurance or confirmation or other foregoing items. Each Grantor authorizes the Agent to file any such financing or continuation statements and amendments thereto without the signature of such Grantor where permitted by law. Each Grantor shall also, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Pledged Collateral against all persons and to defend the interests of the Agent and each other Secured Party in the Pledged Collateral and the priority thereof, against any Lien, claim or demand of all persons whomsoever. No Grantor shall take any action or enter into any agreement that impairs the rights of the Agent or any other Secured Party in the Pledged Collateral. Without limiting the generality of the foregoing, each Grantor (1) will not enter into any agreement that would impair or conflict with such Grantor's obligations hereunder; (2) will from time to time, upon the Agent's request, to the extent reasonably practicable, cause its books and records to be marked with such legends or segregated in such manner as the Agent may reasonably specify and take or cause to be taken such other action as the Agent may reasonably specify to give notice or to perfect the security interest in the Pledged Collateral intended to be conveyed hereby; (3) will send to the Agent copies of any notice received by it relating to any circumstance that may reasonably be expected to materially affect the value or utility of the Pledged Collateral or any portion thereof and will promptly following its becoming aware thereof, notify the Agent of (x) any adverse determination in any proceeding in any court, filing office or governmental authority, including, without limitation, the United States Patent and Trademark Office or United States Copyright Office, with respect to any Patent, Trademark or Copyright or (y) the institution of any proceeding or any adverse determination in any Federal, state, local or foreign court or administrative bodies regarding such Grantor's claim of ownership in or right to use any of the Pledged Collateral, its right to register the Pledged Collateral, or its right to keep and maintain such registration in full force and effect; (4) will properly maintain and protect the Pledged Collateral unless, in the ordinary course of business, it is determined that a particular item of Pledged Collateral no longer has material value to the business and may accordingly be abandoned or dropped; (5) will not grant or permit to exist any Lien upon or with respect to the Pledged Collateral or any portion thereof and will not execute any security agreement or financing statement covering any of the Pledged Collateral except in the name of the Agent, or as otherwise permitted under this Agreement; (6) will not sell, license, amend or permit the amendment of any of the Licenses in a manner that affects the right to receive payments thereunder or is in any manner materially adverse to the interests of the Agent or any other Secured Party without the consent of the Agent; (7) will not permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any item of the Pledged Collateral having substantial value without the consent of the Agent, or contract for sale or otherwise dispose of the Pledged Collateral or any portion thereof; (8) upon any Grantor obtaining knowledge thereof, will promptly notify the Agent in writing of any event that may be expected to materially affect the value or utility of the Pledged Collateral or any material portion thereof, the ability of any Grantor or the Agent to dispose of the Pledged Collateral or any portion thereof or the rights and remedies of the Agent in relation thereto, including, without limitation, a levy or any legal process against the Pledged Collateral or any portion thereof; (9) will keep good records with respect to the Pledged Collateral; (10) hereby authorizes the Agent, in its sole discretion, to file one or more financing or continuation statements



and amendments thereto, relative to all or any part of the Pledged Collateral without the signature of such Grantor where permitted by law; (11) will furnish to the Agent from time to time detailed statements and amended schedules further identifying and describing the Pledged Collateral and such other materials evidencing or reports pertaining to the Pledged Collateral as the Agent may from time to time reasonably request; (12) will pay when due any and all taxes, levies, maintenance fees, charges, assessments, licenses fees and similar taxes or impositions payable in respect of the Pledged Collateral; and (13) will comply in all respects with all laws, rules, statutes and regulations applicable to the Pledged Collateral or any part thereof.

(b) *Modifications.* Each Grantor authorizes the Agent to modify this Agreement by amending *Schedules A, B, C or D* annexed hereto to reflect any modification required in connection with any Patent, Trademark, Copyright or License pledged to the Agent by any Grantor after the date hereof.

(c) *Applications.* Each Grantor shall (i) file and prosecute diligently all applications for the Patents, Trademarks or Copyrights now or hereafter pending, (ii) file and prosecute opposition and cancellation proceedings and (iii) do all acts necessary or appropriate to preserve and maintain all rights in the Pledged Collateral. Any and all costs and expenses incurred in connection with any such actions shall be borne by such Grantor.

(d) *Records.* Each Grantor agrees at all times to keep accurate and complete accounting records with respect to the Pledged Collateral, including, but not limited to, a record of all payments and proceeds received, and to supply the Agent with such information regarding Patents, Trademarks, Licenses and Copyrights as the Agent may reasonably request.

(e) *Patent, Trademark and Copyright Collateral.* (i) Each Grantor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and shall continue to mark any products covered by a Patent with the relevant patent number or other identifying designation as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(ii) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (A) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain the quality of products and services offered under such Trademark, (C) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(iii) Each Grantor (either itself or through licensees) will for each work covered by a material Copyright continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(iv) Each Grantor shall notify the Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any

proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its rights to register the same, or to keep and maintain the same.

(v) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) having substantial value with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Agent and, upon request of the Agent, executes and delivers any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Patent, Trademark or Copyright of any Grantor relating thereto or represented thereby, and such Grantor hereby appoints the Agent its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest is irrevocable until the Obligations are paid in full.

(vi) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights which is material to the conduct of such Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(vii) In the event that any Pledged Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business is believed materially infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Agent after it learns thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Pledged Collateral.

(f) *Indemnification.* Each Grantor agrees jointly and severally to pay, and to save the Agent and the other Secured Parties harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Pledged Collateral, (ii) with respect to, or resulting from any delay in complying with, any law applicable to any of the Pledged Collateral or (iii) in connection with any of the transactions contemplated by this Agreement. In any suit, proceeding or action brought by the Agent or any other Secured Party under any Pledged Collateral for any sum owing thereunder, or to enforce any provisions of any Pledged Collateral, each Grantor will jointly and severally save, indemnify and keep the Agent and each other Secured Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement,

indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from such Grantor.

(g) *Continuing Obligations of Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each material contract, agreement, interest or obligation relating to the Pledged Collateral all in accordance with the terms and conditions thereof, and shall indemnify and hold harmless the Agent and the Lenders and each of them severally, from any and all such liabilities.

(h) *Grant of License To Use Pledged Collateral.* For the purpose of enabling the Agent to exercise rights and remedies under Sections 12 and 13 hereof at such time as the Agent, without regard to this Section 6(h), shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to such Grantor), upon the occurrence of any Event of Default, to use, license or sub-license any Pledged Collateral now owned or hereafter acquired by such Grantor to the extent of the interest of such Grantor therein at such time, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The Agent agrees to apply the net proceeds received from any license towards payment of the Secured Obligations as set forth in Section 13. Upon and during the continuance of an Event of Default each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of each Grantor's rights, title and interest thereunder to the Agent or its designee.

(i) *Notice to Licensees and Other Persons.* Upon the request of the Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify its licensees and each other person who has any liability to such Grantor with respect to any Pledged Collateral that such Pledged Collateral has been assigned to the Agent for the benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Agent. The Agent may at any time in its own name or in the name of any Grantor communicate with any such persons to verify with them to its satisfaction the existence, amount and terms of any of such person's obligations with respect to the Pledged Collateral.

(j) *Collections on Accounts.* If required by the Agent after the occurrence and during the continuance of an Event of Default, any payments received by any Grantor in respect of any Pledged Collateral not otherwise remitted to the Agent shall forthwith be deposited by such Grantor in the exact form received with any necessary endorsements, to be applied in accordance with Section 13 hereof.

**SECTION 7. *Transfers and Other Liens.*** Except as permitted by the Loan Documents no Grantor will (a) sell, convey, assign, or otherwise dispose of, or grant any license or option with respect to, any of the Pledged Collateral, except in the ordinary course of business, or (b) create or permit to exist any Lien upon or with respect to any of the Pledged Collateral.

**SECTION 8. *Agent.*** The Agent has been appointed as the Agent pursuant to the Credit Agreement. The Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Pledged Collateral) in accordance with this

Agreement and the Credit Agreement. The Agent may resign and a successor Agent may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Agent by a successor Agent, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent under this Agreement, and the retiring Agent shall thereupon be discharged from its duties and obligations under this Agreement. After any retiring Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was the Agent.

**SECTION 9. *Agent Appointed Attorney-in-Fact.*** Each Grantor hereby appoints the Agent such Grantor's attorney-in-fact with an interest, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time in the Agent's discretion to take any action and to execute any instrument that the Agent may deem necessary or advisable (i) to accomplish the purposes of this Agreement, including, without limitation, to prosecute diligently any patent, trademark or copyright application for Patents, Trademarks or Copyrights pending as of the date of this Agreement or thereafter until the Secured Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do all other acts necessary or desirable to perfect or preserve the security interest created hereby, (ii) to perfect or preserve the security interest created hereby and (iii) in connection with the enforcement of the rights and remedies provided for in Section 12 hereof. The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term of this Agreement. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

**SECTION 10. *Agent May Perform.*** If any Grantor fails to perform any agreement contained herein after receipt of a written request to do so from the Agent, the Agent may itself (but shall not be obligated to) perform, or cause performance of, such agreement, and the reasonable expenses of the Agent, including, without limitation, the reasonable fees and disbursements of its counsel, incurred in connection therewith, shall be payable by such Grantor under Section 14 hereof. Each Grantor's obligations under this Section 10 shall survive the termination of this Agreement and the discharge of each Grantor's other obligations hereunder.

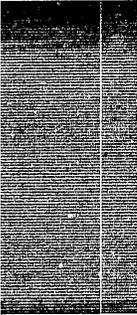
**SECTION 11. *Reasonable Care.*** The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Pledged Collateral in its possession if such Pledged Collateral is accorded treatment substantially equivalent to that which the Agent, in its individual capacity, accords its own property, it being understood that neither the Agent nor any other Secured Party shall have responsibility for taking any necessary steps to preserve rights against any Person with respect to any Pledged Collateral.

**SECTION 12. *Default.***

A. *Events of Default.* There shall be an Event of Default hereunder if an Event of Default under the Credit Agreement shall have occurred and be continuing.

B. *Remedies.* If any Event of Default shall have occurred and be continuing, then:

(i) the Agent may, to the full extent permitted by applicable law, and without advertisement, hearing or process of applicable law of any kind, (a) exercise any and all rights as beneficial and legal owner of the Pledged Collateral, including, without limitation,

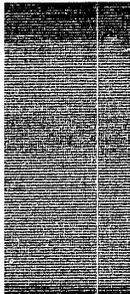


perfecting assignment of any and all consensual rights and powers with respect to the Pledged Collateral and/or (b) sell or assign or grant a license to use, or cause to be sold or assigned or a license granted to use, any or all of the Pledged Collateral (in the case of Trademarks, along with the goodwill associated therewith) or any part thereof, in one or more parcels, at public or private sale or sales, on such terms and conditions as the Agent may deem advisable, in each case, free of all rights and claims of any Grantor therein and thereto. The Agent shall have the right to cause any or all of the Pledged Collateral to be transferred of record into the name of the Agent or its nominee and the right to impose (A) such limitations and restrictions on the sale or assignment of the Pledged Collateral as the Agent may deem necessary or appropriate to comply with any federal, state or local law, rule or regulation having applicability to the sale or assignment, and (B) any necessary or appropriate requirements for any required governmental approvals or consents;

(ii) each Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Agent of any of its rights and remedies hereunder. The Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 12 in the absence of gross negligence or willful misconduct;

(iii) the Agent may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the Code to the extent permitted by applicable law and whether or not the Code is applicable thereto. Each Grantor agrees that, to the extent notice of sale shall be required by law, ten days' notice to such Grantor of the time and place of any public sale or of the time after which any private sale or other disposition is to be made shall constitute commercially reasonable notification, which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Code. No notification need be given to any Grantor if it has signed, after the occurrence of any Event of Default then continuing, a statement renouncing or modifying any right to notification of sale or other intended disposition;

(iv) the Agent or any other Secured Party may be the purchaser of any or all of the Pledged Collateral at any public or private sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Pledged Collateral sold at such sale, to use and apply any of the Secured Obligations owed to such Person as a credit on account of the purchase price of such item of Pledged Collateral payable by such Person at such sale. Each purchaser at any such sale shall acquire the property sold absolutely free from any claim or right on the part of any Grantor. The Agent shall not be obligated to make any sale of the Pledged Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor hereby waives, to the fullest extent permitted by applicable law, any claims against the Agent arising by reason of the fact that the price at which any Pledged Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if the Agent accepts the first offer received and does not offer such Pledged Collateral to more than one offeree; and



(v) each Grantor hereby waives, to the fullest extent permitted by applicable law, notice or judicial hearing in connection with the Agent's taking possession or the Agent's disposition of any of the Pledged Collateral, including, without limitation, any and all prior notice and hearing for any prejudgment remedy or remedies and any such right that such Grantor would otherwise have under law, and such Grantor hereby further waives to the extent permitted by applicable law: (i) all damages occasioned by such taking of possession; (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Agent's rights hereunder, and (iii) to the extent permitted by applicable law, all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law. Any sale of, or the grant of options to purchase, or any other realization upon, any Pledged Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of such Grantor therein and thereto, and shall be a perpetual bar both at law and in equity against such Grantor and against any and all Persons claiming or attempting to claim the Pledged Collateral so sold, optioned or realized upon, or any part thereof, from, through or under such Grantor.

C. *Additional Remedies, Collections.* Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right, as the true and lawful agent of each of the Grantors, with power of substitution for each Grantor and in each Grantor's name, the Agent's name or otherwise, for the use and benefit of the Agent and the other Secured Parties (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Pledged Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Pledged Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Pledged Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise on all or any of the Pledged Collateral or to enforce any rights in respect of any Pledged Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Pledged Collateral; and (f) to the extent permitted by applicable law, to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Pledged Collateral and to do all other acts and things necessary to carry out the purposes of this Agreement as fully and completely as though the Agent were the absolute owner of the Pledged Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Agent, or to present or file any claim or notice, or to take any action with respect to the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Agent or omitted to be taken with respect to the Pledged Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of the Grantors, or to any claim or action against the Agent other than a claim or action as a result of the gross negligence or wilful misconduct of the Agent. Upon taking of possession of any Pledged Collateral hereunder, the Agent shall deal with such Pledged Collateral in substantially the same manner as it deals with similar property for its own account. It is understood and agreed that the appointment of the Agent as the agent of each of the Grantors for the purposes set forth above in this Section 12C is coupled with an interest and is irrevocable. The provisions of this Section 12C shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Pledged Collateral or any part thereof or impose any obligation on the Agent or the Lenders to proceed in any particular manner with respect to the Pledged Collateral or any part thereof, or in any way limit the exercise by

the Agent or any Lender of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document or by law or otherwise.

**SECTION 13. *Application of Proceeds.*** After and during the continuance of an Event of Default described in Section 12 and the Agent's determination that an Event of Default has occurred, any cash held by the Agent as Pledged Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral pursuant to the exercise by the Agent of its remedies as a secured creditor as provided in Section 12 of this Agreement shall be applied from time to time by the Agent:

*First*, to the payment of the costs and expenses of such sale, collection or other realization, including, without limitation, reasonable compensation to the Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Agent in connection therewith;

*Second*, to the payment in full of all Secured Obligations, including, without limitation, amounts owed in respect of Loans made by the Agent and the Lenders, amounts owing in respect of any Letter of Credit and in respect of any Currency Hedge Arrangements, and cash collateralization of outstanding Letters of Credit and Currency Hedge Exposure, pro rata as among the Lenders and the Agent in accordance with the amount of such Secured Obligations owed to them; and

*Third*, after payment in full of all Secured Obligations, to the Grantors, or their successors or assigns, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct any surplus then remaining from such proceeds.

The Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement and, without limiting the foregoing, prior to acceleration of the Secured Obligations, the Agent shall be permitted, in its sole discretion, to apply collections on Receivables to the Revolving Credit Loans, U.S. Letters of Credit, and Currency Hedge Exposure before application to the Term Loans, Sterling Letters of Credit or other amounts owed. Upon any sale of the Pledged Collateral by the Agent (including, without limitation, pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or such officer or be answerable in any way for the misapplication thereof.

**SECTION 14. *Expenses.*** Each Grantor shall upon demand pay to the Agent, together with any interest or penalties imposed in connection therewith, the amount of any and all reasonable expenses, including, without limitation, the reasonable fees, expenses and disbursements of its outside counsel and of any experts and agents, and its internal counsel's fully allocated internal costs, which the Agent may incur in connection with (i) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (ii) the collection of the Secured Obligations, (iii) the administration of this Agreement, (iv) the exercise or enforcement of any of the rights of the Agent or any other Secured Party hereunder or (v) the failure by any Grantor to perform or observe any of the provisions hereof. All amounts payable by any Grantor under this Section 14 shall be due upon demand and shall be part of the Secured Obligations. Each Grantor's

obligations under this Section 14 shall survive the termination of this Agreement and the discharge of any Grantor's other obligations hereunder.

**SECTION 15. *No Waiver, Remedies Cumulative, Discontinuance of Proceeding.*** (a) No failure on the part of the Agent to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Agent of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights and remedies of the Agent and the other Secured Parties hereunder and under the other Loan Documents are cumulative and not exclusive of any rights or remedies which they may have under applicable law, in any other Loan Document or otherwise. None of the Agent or the other Secured Parties shall be deemed to have waived any rights hereunder or under any other agreement or instrument unless such waiver shall be in writing and signed by such parties.

(b) In the event the Agent shall have instituted any proceeding to enforce any right, power or remedy under this instrument by foreclosure, sale, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Agent, then and in every such case each Grantor, the Agent and each holder of any of the Secured Obligations shall be restored to their respective former positions and rights hereunder with respect to the Pledged Collateral, and all rights, remedies and powers of the Agent and the other Secured Parties shall continue as if no such proceeding had been instituted.

**SECTION 16. *Indemnity.*** In addition to the payment of expenses pursuant to Section 14 and the indemnity set forth in Section 6(f), whether or not the transactions contemplated hereby shall be consummated, each Grantor hereby agrees jointly and severally to indemnify, pay, reimburse and hold the Agent and each Lender and any holder of any of the Notes, and the officers, directors, employees, agents, and affiliates of each such Person (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, the reasonable fees and disbursements of counsel for each such Indemnitee in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by or asserted against that Indemnitee, in any manner relating to or arising out of this Agreement, the other Loan Documents, or any other documents contemplated by or referred to therein or the transactions contemplated thereby or the enforcement of any of the terms hereof or of any such other documents or otherwise arising or relating in any manner to the pledges contemplated hereunder and under the Credit Agreement (the "Indemnified Liabilities"); *provided* that no Grantor shall have any obligation to an Indemnitee hereunder with respect to Indemnified Liabilities arising from the gross negligence or wilful misconduct of that Indemnitee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it is violative of any law or public policy, each Grantor shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Liabilities incurred by the Indemnitees or any of them. The provisions of this Section 16 shall survive and remain operative and in full force and effect regardless of whether or not the transactions contemplated hereby are consummated or such consummation is delayed, and regardless of the repayment of the Loans, the termination of this Agreement and the Credit Agreement, the invalidity or unenforceability of any term or provision of this Agreement, the Credit Agreement or any agreement referred to therein or the Notes, or any investigation made by or on behalf of the Lenders. All amounts due under this

Section 16 shall be additional Obligations under the Credit Agreement and shall be payable on written demand therefor.

**SECTION 17. *Litigation.*** (a) Each Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such applications for protection of Pledged Collateral, suits, proceedings or other actions for infringement, counterfeiting, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Pledged Collateral. Each Grantor shall promptly notify the Agent in writing as to the commencement and prosecution of any such actions, or threat thereof, relating to the Pledged Collateral and shall provide to the Agent such information with respect thereto as may be reasonably requested. Each Grantor shall jointly and severally indemnify and hold harmless the Agent for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits or expenses (including, without limitation, the fees and disbursements of its counsel) of any kind whatsoever which may be imposed on, incurred by or asserted against the Agent in connection with or in any way arising out of such suits, proceedings or other actions.

(b) Upon the occurrence and during the continuance of an Event of Default, the Agent shall have the right but shall in no way be obligated to file applications for protection of the Pledged Collateral and/or bring suit in the name of any Grantor, the Agent or the Secured Parties to enforce the Pledged Collateral and any license thereunder; in the event of such suit, such Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all documents required by the Agent in aid of such enforcement and such Grantor shall promptly, upon demand, reimburse and indemnify the Agent, as the case may be, for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 17. In the event that the Agent shall elect not to bring suit to enforce or protect the Pledged Collateral, such Grantor agrees to use all measures, whether by action, suit, proceeding or otherwise, to prevent the infringement, counterfeiting or other diminution in value of any of the Pledged Collateral by others and for that purpose agrees to maintain diligently any action, suit or proceeding against any person so infringing, counterfeiting or otherwise causing diminution in value necessary to prevent such infringement, counterfeiting or diminution in value.

**SECTION 18. *Amendments, etc.*** This Agreement may not be amended, modified or waived except with the written consent of each Grantor and the Agent. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any further notice or demand in similar or other circumstances.

**SECTION 19. *Release; Termination.***

(a) When all Commitments under the Credit Agreement shall have been terminated and all Obligations under the Credit Agreement shall have been paid in full in cash, no Letter of Credit and no Currency Hedge Agreement shall remain outstanding, the Agent shall have no further obligation to issue Letters of Credit and all other Secured Obligations then due and payable have been paid in full in cash, this Agreement shall terminate, and upon the delivery of written notice to the Agent, the Agent shall, at the sole cost and expense of the Grantors, forthwith assign, transfer and deliver, without warranty by or recourse to the Agent, such Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of any Grantor and pursuant to proper instruments. The obligations of the Grantors under this Section 19 shall survive the termination of this Agreement

(b) Any execution and delivery of statements or documents pursuant to this Section 19 shall be without recourse to or warranty by the Agent.

SECTION 20. *Addresses for Notices.* All notices, consents and other communications provided for herein shall be given in the manner stated in Section 12.01 of the Credit Agreement.

SECTION 21. *Continuing Security Interest.* This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until released or terminated pursuant to Section 19 hereof, (ii) be binding upon each Grantor and its successors and assigns and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and the other Secured Parties and each of their respective successors, transferees and assigns; no other persons (including, without limitation, any other creditor of any Grantor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (iii), any Lender may, subject to Section 12.03 of the Credit Agreement, assign or otherwise transfer any indebtedness held by it secured by this Agreement to any other Person and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, subject however, to the provisions of the Credit Agreement.

SECTION 22. *Applicable Law.* THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER OR THE REMEDIES HEREUNDER IN RESPECT OF ANY ITEM OF PLEDGED COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

SECTION 23. *Waiver of Jury Trial; Consent to Jurisdiction and Service of Process.*

(I) EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE NOTES OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS.

(II) EXCEPT AS PROHIBITED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN PARAGRAPH (I) OF THIS SECTION 23 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.

(III) EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, THE NOTES OR THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS HEREIN.

(IV) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE NOTES OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS.

(V) EACH GRANTOR HEREBY IRREVOCABLY WAIVES, IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

(VI) EACH GRANTOR HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH GRANTOR, AT ITS ADDRESS SET FORTH IN SECTION 12.01 OF THE CREDIT AGREEMENT.

(VII) NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE GRANTORS IN ANY OTHER JURISDICTION.

SECTION 24. *Security Interest Absolute.* All rights of the Agent and security interests hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional irrespective of:

(i) any lack of validity or enforceability of the Credit Agreement, the Notes, the Letters of Credit, any other Loan Document, any agreement with respect to the Secured Obligations, or any other agreement or instrument relating thereto;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any of the provisions of the Credit Agreement, the Notes, the Letters of Credit, the Currency Hedge Arrangements, any other Loan Documents, any agreement with respect to the Secured Obligations, or any instrument relating to any of the foregoing;

(iii) any exchange, release or non-perfection of any other Pledged Collateral or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Grantor;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of this Agreement, the Credit Agreement, the Currency Hedge

Arrangements, or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 18 hereof, or

(vi) any other circumstances that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Secured Obligations or in respect of this Agreement (other than the indefeasible payment in full of all the Secured Obligations).

SECTION 25. *Future Advances.* This Agreement shall secure the payment of any amounts advanced from time to time pursuant to the Credit Agreement.

SECTION 26. *Delayed Subrogation.* Until the indefeasible payment in full of all Obligations, the termination of the Commitments, and expiration of all Letters of Credit and Currency Hedge Arrangements, each Grantor hereby irrevocably waives all rights which may arise in connection with this Agreement to be subrogated to any rights of the Agent or any Secured Party against any Loan Party or any other person. Each Grantor further irrevocably waives all contractual, common law, statutory and other rights of reimbursement, contribution, exoneration, indemnity and other similar rights from or against any Loan Party or any other person which may arise in connection with this Agreement.

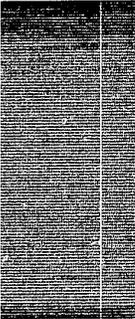
SECTION 27. *Survival of Agreement, Severability.* (a) All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement and the Credit Agreement, the making of the Loans and the execution and delivery of the Notes and the issuance of the Letters of Credit.

(b) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 28. *Counterparts.* This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 29. *Binding Agreement; Assignments.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the Secured Parties and their respective successors and assigns. None of any Grantor's rights or obligations hereunder may be assigned without the written consent of all Lenders. None of the Grantors shall be permitted to assign this Agreement or any interest herein or in the Pledged Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Pledged Collateral, or any part thereof, or any cash or property held by the Agent as Pledged Collateral under this Agreement, except as contemplated by this Agreement or the Credit Agreement.

SECTION 30. *Independence of Covenants.* All covenants contained in this Agreement and the other Loan Documents are independent of one another and shall be given independent effect. Without limiting the foregoing, each covenant (whether affirmative or negative)



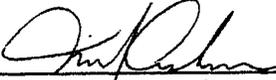
contained in any Loan Document shall be binding on each Loan Party notwithstanding that (i) the action or condition required by such covenant, if affirmative, is not required by a different covenant or (ii) if such covenant is a negative covenant, the action or condition prohibited therein is not prohibited by a different covenant.

SECTION 31. *Additional Grantors.* Upon execution and delivery by the Agent and a subsidiary of any Grantor of an instrument in the form of Annex 1, such subsidiary of such Grantor shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

SECTION 32. *Credit Agreement.* To the extent that any provision of this Agreement relating to the application of any funds conflicts with any provision of the Credit Agreement requiring a different application of such funds, the provisions of the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor and the Agent has caused this Agreement to be duly executed and delivered by its officer hereunto duly authorized on the date first above written.

NATIONAL FORGE COMPANY

By:   
Name: Maurice J. Cashman  
Title: Vice President, Chief Financial Officer and Secretary

NATIONAL FORGE COMPANY HOLDINGS, INC.

By:   
Name: Maurice J. Cashman  
Title: Vice President, Chief Financial Officer and Secretary

NFIP INC.

By:   
Name: Maurice J. Cashman  
Title: Vice President, Chief Financial Officer and Secretary

NATIONAL FORGE COMPONENTS, INC.

By:   
Name: Maurice J. Cashman  
Title: Vice President, Chief Financial Officer and Secretary

THE CHASE MANHATTAN BANK, as Agent

By:   
Name: Carol A. Edkins  
Title: Vice President

ANNEX 1

SUPPLEMENTAL SECURITY AGREEMENT

SUPPLEMENT NO. \_\_\_\_ to the Amended and Restated Security Agreement - Intellectual Property (as amended or supplemented at any time, the "Security Agreement"), dated as of April 7, 1998, among NATIONAL FORGE COMPANY, a Pennsylvania corporation ("NFC"), NATIONAL FORGE COMPANY HOLDINGS, INC., a Delaware corporation ("Holdings"), NATIONAL FORGE COMPONENTS, INC., a Pennsylvania corporation ("Components"), NFIP INC., a Delaware corporation ("NFIP", together with NFC, Holdings and Components and its and their successors individually referred to as a "Grantor", and collectively, together with each Domestic subsidiary of a Grantor ("Subsidiary") (if any) which by executing this Supplement becomes a party thereto (and its successors), referred to as the "Grantors"), and THE CHASE MANHATTAN BANK, a New York banking corporation, as agent (in such capacity and together with its successors and assigns in such capacity, the "Agent") for itself and the Lenders (the "Lenders") under the Amended and Restated Credit Agreement dated as of the date hereof (as amended at any time, the "Credit Agreement").

A. Capitalized terms used herein (including, without limitation, in the preamble hereto) and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

B. Pursuant to the Credit Agreement and the Security Agreement, each Subsidiary of a Grantor that was not in existence or not a Subsidiary of such Grantor on the date thereof is required to enter into the Security Agreement as a Grantor upon becoming a Subsidiary. The undersigned (the "New Subsidiary Grantor") is a Subsidiary of [NAME OF GRANTOR] and is executing this Supplement in accordance with the requirements of the Credit Agreement and the Security Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and to induce the Agent to issue additional Letters of Credit, and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Agent and the New Subsidiary Grantor agree as follows:

SECTION 1. In accordance with the Security Agreement, the New Subsidiary Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Subsidiary Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby transfer, assign, grant, bargain, sell, convey, hypothecate, pledge, set over and deliver unto the Agent, and grant to the Agent (for the benefit of the Agent and the Lenders) a security interest in all Pledged Collateral referred to in the Security Agreement. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Subsidiary Grantor. The Security Agreement is hereby incorporated herein by reference.

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SECTION 2. This Supplement has been duly authorized, executed and delivered by the New Subsidiary Grantor and constitutes a legal, valid and binding obligation of the New Subsidiary Grantor, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Subsidiary Grantor and the Agent.

SECTION 4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in Section 12.01 of the Credit Agreement. All communications and notices hereunder to the New Subsidiary Grantor shall be given to it at the address set forth under its signature hereto.

SECTION 8. The New Subsidiary Grantor agrees to reimburse the Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Agent.



IN WITNESS WHEREOF, the New Subsidiary Grantor and the Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[NAME OF NEW SUBSIDIARY GRANTOR]

By \_\_\_\_\_

Name:

Title:

Address:

THE CHASE MANHATTAN BANK, as Agent

By \_\_\_\_\_

Name:

Title:

SCHEDULE A

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

UNEXPIRED U.S. PATENTS

Patent No./ Grantor	Issue Date	Serial No.	Filing Date	First Named Inventor	Title
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U.S. Patents

1. U.S. Patent No. 4,599,502, issued July 8, 1986 to Khare, et al. for "Induction Hardening of Steel".
2. U.S. Patent No. 4,601,322, issued July 22, 1986 to Khare for "Weld Forming of Pipe Molds".
3. U.S. Patent No. 4,608,851, issued September 2, 1986 to Khare for "Warm-Working of Austenitic Stainless Steel".
4. U.S. Patent No. 4,714,498, issued December 22, 1987 to Khare for "Process for Producing Large Section, Large Mass Forged Sleeves from Large Diameter Ingots of Alloy 625".
5. U.S. Patent No. 4,714,499, issued December 22, 1987 to Khare for "A Full Length Forging Method for Producing Large Section, Large Mass Cylindrical Sleeves of Alloy 625".
6. U.S. Patent No. 4,781,768, issued November 1, 1989 to Khare for "A Full Length Forging Method for Producing Large Section, Large Mass Cylindrical Sleeves of Alloy 625".
7. U.S. Patent No. 4,818,301, issued April 4, 1989 to Khare for "Process for Producing Large Section, Large Mass Forged Sleeves from Large Diameter Ingots of Alloy 625 and from Hot Isostatically-Pressed Preforms of Alloy 625 Powder".
8. U.S. Patent No. 4,861,549, issued August 29, 1989 to Khare for "Roller Caster Shell Steel".
9. U.S. Patent No. 4,919,735, issued April 24, 1990 to Khare for "Pipe Mold Steel".
10. U.S. Patent No. 4,992,239, issued February 12, 1991 to Khare for "Steel".
11. U.S. Patent No. 5,174,836, issued December 29, 1992 to Khare for "Interrupted Normalize Heat Treatment".
12. U.S. Patent No. 5,305,505, issued April 26, 1994 to Ruhlman for "Multi-Section Bomb Casing".
13. U.S. Patent No. 5,330,707, issued July 19, 1994 to Khare for "Steel for Making Very Large Pipe Molds".
14. U.S. Patent No. 5,334,269, issued August 2, 1994 to Khare, et al. for "Interrupted Normalize Heat Treatment Process".

TRADEMARK

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Case No.	Inventor	Patent No.	Issue/Publication Date	Title	Remarks
NF-103FVC	Khare	4,608,851	9/2/86	WARM-WORKING OF AUSTENITIC STAINLESS STEEL	Third maintenance fee due 3/2/98.
NF-104	Khare	4,601,322	7/22/86	WELD FORMING OF PIPE MOLDS	Third maintenance fee due 1/22/98.
NF-104 (Australia)	Khare	570,448	4/13/84	PIPE MOLD FOR CENTRIFUGAL CASTING	Next annuity is due 4/13/97.
<del>NF-106</del>	<del>Corn</del>	<del>4,602,769</del>	<del>7/29/86</del>	<del>APPARATUS FOR THE COOLING OF ARTICLES WHICH HAVE BEEN SUBJECTED TO AN ISOSTATIC PRESSING PROCESS</del>	<del>Third maintenance fee due 7/29/98. Instructions from Dr. Khare are to NOT pay third maintenance fee.</del>
NF-112	Khare	4,714,498	12/22/87	PROCESS FOR PRODUCING LARGE SECTION, LARGE MASS FORGED SLEEVES FROM LARGE DIAMETER INGOTS OF ALLOY 625	Third maintenance fee due 6/22/99.
NF-112 CIP	Khare	4,818,301	4/4/89	PROCESS FOR PRODUCING LARGE SECTION, LARGE MASS FORGED SLEEVES FROM LARGE DIAMETER INGOTS OF ALLOY 625 AND FROM HOT ISOSTATICALLY PRESSED PREFORMS OF ALLOY 625 POWER	Second maintenance fee due 10/4/96.
NF-113	Khare	4,714,499	12/22/87	A FULL LENGTH FORGING METHOD FOR PRODUCING LARGE SECTION, LARGE MASS CYLINDRICAL SLEEVES OF ALLOY 625	Third maintenance fee due 6/22/99.
NF-113 CIP	Khare	4,781,768	11/1/88	A FULL LENGTH FORGING METHOD FOR PRODUCING LARGE SECTION, LARGE MASS CYLINDRICAL SLEEVES OF ALLOY 625	Third maintenance fee due 5/1/00.

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Case No.	Inventor	Patent No.	Issue/Publication Date	Title	Remarks
IF-115	Khare	4,861,549	8/29/89	ROLLER CASTING SHELL STEEL	Second maintenance fee due 2/29/97.
IF-117	Khare	4,919,735	4/24/90	KHARE PIPE MOLD STEEL	Second maintenance fee due 11/24/97.
IF-117 DIV	Khare	4,992,239	2/12/91	KHARE STEEL	Second maintenance fee due 11/12/98.

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SCHEDULE A

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

PENDING U.S. PATENT APPLICATIONS

Serial No./Grantor	Filing Date	First Named Inventor	Title
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ding Applications

Case No.	Inventor	Serial No.	Filing Date	Title	Remarks
NF-120 (Canada)	Kharc	2,110,199	11/29/93	STEEL FOR MAKING VERY LARGE PIPE MOLDS	Application filed; awaiting Canadian Patent Office Action; next annuity is due 11/29/96.
NF-120 (EPO)	Kharc	93118508.6	11/16/93	STEEL FOR MAKING VERY LARGE PIPE MOLDS	Examination requested; awaiting first office action; next annuity due 11/16/96.
NF-120 (Japan)	Kharc	5-346114	12/22/93	STEEL FOR MAKING VERY LARGE PIPE MOLDS	Response to second office action due 9/4/96.

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SCHEDULE A

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

U.S. REISSUE PATENTS

Patent No./ Grantor	Issue Date	Serial No.	Filing Date	First Named Inventor	Title
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SCHEDULE A

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

Other Patents, Patent Applications and Reissues

[Grantor]

[Jurisdiction]

[Relevant information]

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Foreign Patents

15. Australian Patent No. 570,448, issued July 4, 1988 to Khare for "Pipe Mold for Centrifugal Casting".
16. Australian Patent No. 635,234, issued January 25, 1993 to Khare for "Pipe Mold Steel".

Foreign Patent Applications

17. Canadian Patent Application Serial No. 2006941/4, filed December 29, 1989 to Khare for "Pipe Mold Steel".
18. Australian Patent Application Serial No. 50772/93, filed November 18, 1993 to Khare for "Steel for Making Very Large Pipe Molds".
19. Canadian Patent Application Serial No. 2,110,199, filed November 29, 1993 to Khare for "Steel for Making Very Large Pipe Molds".
20. European Patent Application Serial No. 93 11 8508.6, filed November 16, 1993 to Khare for "Steel for Making Very Large Pipe Molds".
21. Japanese Patent Application Serial No. 5-346114, filed December 22, 1993 to Khare for "Steel for Making Very Large Pipe Molds".
22. Russian Patent Application Serial No. 93057753.00, filed December 28, 1993 to Khare for "Steel for Making Very Large Pipe Molds".

117 a1a)	Khare	635,234	12/28/89	IMPROVED PIPE MOLD STEEL	Next annuity due 12/28/96.
117 ada)	Khare	2,006,941	12/26/95	IMPROVED PIPE MOLD STEEL	Next annuity due 12/26/96.
118 L D*	Ruhman	5,305,505	4/26/94	A PROCESS FOR MAKING A MULTISECTION BOMB CASING	First maintenance fee is due 10/26/97.
120 a1a)	Khare	661,811	11/18/93	STEEL FOR MAKING VERY LARGE PIPE MOLDS	Next annuity due 11/18/96.
119 L D**	Khare/Scott	5,174,836	12/29/92	INTERRUPTED NORMALIZE HEAT TREATMENT	Second maintenance fee due 6/29/00.
119 D***	Khare et al	5,334,269	8/2/94	INTERRUPTED NORMALIZE HEAT TREATMENT PROCESS	First maintenance fee due 2/2/98.
120	Khare	5,330,707	7/19/94	STEEL FOR MAKING VERY LARGE PIPE MOLDS	First maintenance fee due 1/19/98.
120 a1a)	Khare	93057753.00	12/28/93	STEEL FOR MAKING VERY LARGE PIPE MOLDS	Next annuity due 12/28/96.

TRADEMARK  
REEL: 1741 FRAME: 0842

SCHEDULE B

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

U.S. TRADEMARK REGISTRATIONS

Cur. Reg. No./Grantor	Trademark	Reg. DT	Goods
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TRADEMARK  
REEL: 1741 FRAME: 0843

SCHEDULE B

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

UNITED STATES TRADEMARK REGISTRATION  
APPLICATIONS

Cur. App. No./Grantor	Trademark	App. DT	Goods
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TRADEMARK  
REEL: 1741 FRAME: 0844

Mark Name	Country	Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NF in Circle	U.S.	Registered	410,471	11/28/44	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS, CARBON FORGINGS, AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Next renewal date 11/28/04.
NF in Circle	U.S.	Registered	793,291	7/27/65	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO	Next renewal date 7/27/05.
NATIONAL FORGE COMPANY	U.S.	Registered	1863490	11/22/94	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS COMPRISED OF SUB-SYSTEMS FOR MECHANICALLY PRESSURIZING FLUID IN A PRESSURE VESSEL INCLUDING PUMPS, INTENSIFIERS AND COMPRESSORS AND SUB-SYSTEMS FOR THERMALLY PRESSURIZING FLUID IN A PRESSURE VESSEL INCLUDING FURNACES, HEATER BANDS AND OIL JACKETS; VALVING, PIPING AND FILTERS FOR DIRECTING FLUID FLOW INTO AND OUT OF A PRESSURE VESSEL; AND INSTRUMENTATION AND CONTROLS FOR CONTROLLING THE HIGH PRESSURE SYSTEM, ALL SOLD AS A UNIT, FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO (AS AMENDED)	§8/15 Affidavit due 11/22/00.

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	U.S.	Registered	1877394	2/7/95	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINE FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	First renewal date 2/7/05.

TRADEMARK  
 REEL: 1741 FRAME: 0845

SCHEDULE B

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

Other Trademark Registrations and Applications

[Grantor]

[Jurisdiction]

[Relevant information]

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TRADEMARK  
REEL: 1741 FRAME: 0846

NATIONAL FORGE COMPANY	Argentina	Registered	1522239	5/31/94	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Next renewal date 5/31/04.
NATIONAL FORGE COMPANY	Argentina	Registered	1522240	5/31/94	Int. 7	ISOSTATIC PRESSES AND HIGH-PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Next renewal date 5/31/04.
NF in Circle	Argentina	Renewed 03/31/90 as Reg. No. 1382559	965701	10/06/69	Int. 6	ALL TYPES OF FLAT DIE HAMMERED AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS, CARBON FORGINGS, AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL, SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINE FORGINGS CRANK SHAFT FORGINGS, AND DROP FORGINGS, IRON AND STEEL INGOTS AND BILLETS, CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Next renewal date 5/31/00.
NF in Circle	Argentina	Renewed 03/31/93 as Reg. No. 1428285	965723	10/27/69	Int. 7	ISOSTATIC PRESSES AND HIGH-PRESSURE INSTALLATIONS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO, AND THEIR FINISHED MACHINED AND ASSEMBLED COMPONENTS, FINISHED MACHINES AND ASSEMBLED MACHINE COMPONENTS.	Next renewal date 3/31/03.

TRADEMARK  
REEL: 1741 FRAME: 0847

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	Benelux	Registered	542512	8/27/93	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	First renewal date 8/27/03.
NF in Circle	Brazil	Renewed	007537638	10/13/81	Int. 7	INDUSTRY AND COMMERCE OF ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS	New renewal date 10/13/01.
NF in Circle	Brazil	Renewed	007537620	10/13/81	Int. 6	INDUSTRY AND COMMERCE OF METALS	Next renewal date 10/13/01.
NF	Brazil	Renewed	608796638	10/13/81	Int. 6	INDUSTRY AND COMMERCE OF METALS	Next renewal date 10/13/01.
NF in Circle	Canada	Registered	165412	9/26/69	N/A	ALL TYPES OF FLAT DIE HAMMERED AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS, CARBON FORGINGS, ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL. SMOOTH, ROUGH AND HOLLOW BORED FORGINGS AND PARTLY FINISHED MACHINED FORGINGS AND DROP FORGINGS, CRANK SHAFT ASSEMBLED MACHINE COMPONENTS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO. ISOSTATIC PRESSURE VESSELS IN WHICH THE CONTAINED PART OF PRODUCT IS SUBJECT TO EQUAL PRESSURE FROM ALL DIRECTIONS; SHOCK TUBES	Next renewal date 9/26/99.
NF in Circle	China	Registered	216999	12/15/84	Nat. 21	METAL GOODS AND OTHER UNSPECIFIED METAL PRODUCTS, INCLUDING STEEL ALLOY STEEL, CARBON ALLOY AND IRON PRODUCTS, FORGINGS, INGOTS, BILLETS AND CASTINGS	New renewal date 12/14/04.

TRADEMARK  
REEL: 1741 FRAME: 0848

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NF in Circle	China	Registered	214066	10/15/84	Nat. 10	FORGING EQUIPMENTS, INCLUDING ISOSTATIC PRESSES, HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO, COMPRESSOR SPINDLES, CRANK SHAFTS, STEEL MILL ROLLS, FLUID END PUMP FORGINGS, SHAFT PINIONS AND CYLINDER FORGINGS	
NATIONAL FORGE COMPANY	China	Registered	96.088		N/A	N/A	National Forge Company was unregistrable as a trademark in China. Therefore, the mark was registered as enterprise name which is not directed to any particular goods. As such, registration in international classes 6 and 7 does not apply.
NF in Circle	France	Registered	1474941	7/5/88	Int. 6 and 7	METALLIC MOULDED PARTS, IN THE ROUGH STATE, OR ROUGH MACHINED, OR FINISHED MACHINED, WITH OR WITHOUT THERMAL TREATMENT, MANUFACTURED ACCORDING TO PARTICULAR SPECIFICATIONS, LIMITED TO: MOULDED PARTS FOR SHIPBUILDING (NOT INCLUDED IN OTHER CLASSES MOULDED ELEMENTS FOR NUCLEAR REACTORS)(NOT INCLUDED IN OTHER CLASSES) MOULDED ELEMENTS FOR STEAM GENERATORS (IN THE ROUGH STATE OR SEMI-MANUFACTURED), MOULDED ELEMENTS FOR CEMENT KILNS SUCH AS FOR EXAMPLE RUNNING ROLLS, TRUNNIONS AND ROTATION ROLLERS (NOT INCLUDED IN OTHER CLASSES) EXCLUDING ALUMINUM ALLOY PRESSURE MOULDED PARTS, ALUMINUM ALLOY GRAVITY MOULDED PARTS, ZINC ALLOY MOULDED PRESSURE PARTS, AND COPPER ALLOY MOULDED PARTS, INCLUDED IN BRONZE BRASS, AND CUPRO-ALUMINUM. (FOR COMPLETE LIST OF GOODS SEE TRADEMARK REGISTRATION CERTIFICATE)	NATIONAL FORGE COMPANY *

TRADEMARK  
 REEL: 1741 FRAME: 0849

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	France	Registered	93486076	10/4/93	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Next renewal date 10/3/03.
NF in Circle	W. Germany	Registered	861873	2/1/68	Int. 6 and 7	ALL TYPES OF LAT DIE HAMMERED AND PRESSED STEEL FORGINGS. HEAVY DUTY STEEL FORGINGS. FORGINGS MADE FROM CARBON STEEL, ALLOY STEEL OR ELECTRIC STEEL, SMOOTH, ROUGHT AND SEMI-FINISHED FORGINGS AS WELL AS HOLLOW BORED FORGINGS, CRANK SHAFT AND DROP FORGINGS, IRON AND STEEL INGOTS AND BILLET. CASTINGS AND PARTLY MACHINE FINISHED CASTINGS, PRESSES, ESPECIALLY ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUIDS OR GASES, PARTS OF SAID PRESSES AND MACHINE	Next renewal date 2/1/98.
NF in Circle	India	Registered	252849B	11/16/68	Int. 6	FORGINGS OF ALL KINDS, IRON AND STEEL INGOTS AND BILLETS, CASTING AND FINISHED MACHINE FORGINGS AND CASTINGS, ALL MADE OF COMMON METAL.	Next renewal date 11/16/96.
NF in Circle	India	Registered	252850B	11/16/68	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE APPARATUS, ALL FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO, AND PARTS AND FITTINGS INCLUDED IN CLASS 7	Next renewal date 11/16/96.

TRADEMARK  
REEL: 1741 FRAME: 0850

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NF in Circle	Italy	Registered	524763	8/7/88	Int. 6 and 7	UNWROUGHT AND PARTLY WROUGHT COMMON METALS AND THEIR ALLOYS; ANCHORS, ANVILS, BELLS, ROLLED AND CAST BUILDING MATERIALS, RAILS AND OTHER METALLIC MATERIALS FOR RAILWAY TRACKS, CHAINS EXCEPT DRIVING CHAINS FOR VEHICLES, CABLES AND WIRES (NON-ELECTRIC), LOCK-SMITHS WORK, METALLIC PIPES AND TUBES, SAFES AND CASH BOXES, STEEL BALLS, HORSESHOES, NAILS AND SCREWS AND OTHER GOODS IN NON-PRECIOUS METAL NOT INCLUDED IN OTHER CLASSES, PRESS	Next renewal date 8/21/98.
NF in Circle	Japan	Registered	1265271	4/18/87	Nat. 6	METALS, ORES	Next renewal date 1/18/97.
NF in Circle	Mexico	Renewed	302430	9/5/84	Int. 6 and 7	CUTLERY, MACHINES, TOOLS, AND PARTS THEREOF	Next renewal date 3/27/04.
NATIONAL FORGE COMPANY	Mexico	Registered	58848	4/29/94	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Next renewal date 10/26/03.
NF in Circle	Sweden	Registered	134040	2/5/71	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE APPARATUS, ALL FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO, AND THEIR FINISHED MACHINED AND ASSEMBLED COMPONENT	Next renewal date 2/5/01.

TRADEMARK  
REEL: 1741 FRAME: 0851

Mark Name	Country	Trademark Status	Reg. No.	Reg. Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	Sweden	Registered	258241	5/20/94	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	First renewal date 5/20/04.
NF in Circle	Switzerland	Registered	235758	12/3/68	Int. 6 and 7	DIE HAMMERED AND PRESSED STEEL FORGING INCLUDING FORGINGS MADE FROM CAST STEEL, FROM ELECTRIC ALLOY STEEL AND FROM ELECTRIC STEEL WITHOUT ALLOYS, ESPECIALLY SMOOTH FORGINGS, CRANK SHAFT AND DROP FORGINGS, INGOTS AND BILLETS MADE OF IRON AND STEEL CASTINGS AND PARTLY MACHINE FINISHED CASTINGS, ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEM FOR FORMING WORKING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO AS WELL AS THEIR FINISHED MACHINED AND ASSEMBLED COMPONENTS	Next renewal date 12/3/08.
NF in Circle	United Kingdom	Registered	8932472	10/16/68	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE APPARATUS, ALL FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO, AND PARTS AND FITTINGS INCLUDED IN CLASS 7 FOR ALL THE AFORESAID GOODS	Next renewal date 10/16/03.

Trade Name - Certificate of Incorporation

<u>Name</u>	<u>Country</u>	<u>Certificate No.</u>	<u>Date</u>
NATIONAL FORGE INDIA PRIVATE LIMITED	India	55-56557 OF 1993/94	12/21/93

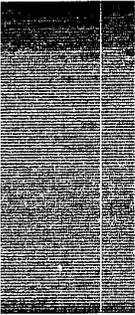
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Foreign Trademark Registrations

27. Argentine Registration No. 968,701, registered October 6, 1969 for Design (NF in Circle) in International Class 6.
28. Argentine Registration No. 968,723, registered October 27, 1969 for Design (NF in Circle) in International Class 7.
29. Australian Registration No. B222770, registered September 25, 1968 for Design (NF in Circle) in International Class 6.
30. Australian Registration No. B222771, registered September 25, 1968 for Design (NF in Circle) in International Class 7.
31. Benelux Registration No. 69,392, registered October 22, 1971 for Design (NF in Circle) in International Class 6.
32. Brazilian Registration No. 007537620, registered October 13, 1981 for Design (NF in Circle) in International Class 6.
33. Brazilian Registration No. 007537638, registered October 13, 1981 for Design (NF in Circle) in International Class 7.
34. Brazilian Registration No. 608796638, registered October 13, 1981 for NF in International Class 6.
35. Canadian Registration No. 165,412, registered September 26, 1969 for Design (NF in Circle).
36. Chinese Registration No. 216,999, registered December 15, 1984 for Design (NF in Circle) in National Class 21.
37. Chinese Registration No. 214,066, registered October 15, 1984 for Design (NF in Circle) in National Class 10.
38. French Registration No. 1,474,941, registered July 5, 1988 for Design (NF in Circle) in International Classes 6 and 7.
39. German Registration No. 861,873, registered August 1, 1968 for Design (NF in Circle) in International Classes 6 and 7.
40. Indian Registration No. 252849B, registered November 16, 1968 for Design (NF in Circle) in International Class 6.
41. Indian Registration No. 252850B, registered November 16, 1968 for Design (NF in Circle) in International Class 7.
42. Italian Registration No. 534,763, registered August 7, 1988 for Design (NF in Circle) in International Classes 6 and 7.
43. Japanese Registration No. 1,265,271, registered April 18, 1977 for Design (NF in Circle) in National Class 6.

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44. Mexican Registration No. 302,430, registered September 5, 1984 for Design (NF in Circle) in International Classes 6 and 7.
  45. Swedish Registration No. 134,040, registered February 5, 1971 for Design (NF in Circle) in International Class 7.
  46. Swiss Registration No. 235,758, registered December 3, 1968 for Design (NF in Circle) in International Class 6.
  47. United Kingdom Registration No. B932472, registered October 16, 1968 for Design (NF in Circle) in International Class 7.
  48. Swedish Registration No. 258,241, registered May 20, 1994 for NATIONAL FORGE COMPANY in International Classes 6 and 7.
  49. Argentine Registration No. 1,522,239, registered May 31, 1994, for NATIONAL FORGE COMPANY in International Class 6.
  50. Argentine Registration No. 1,522,240, registered May 31, 1994 for NATIONAL FORGE COMPANY in International Class 7.
  51. Benelux Registration No. 542,512, registered August 27, 1993 for NATIONAL FORGE COMPANY in International Classes 6 and 7.
  52. Mexican Registration No. 458,848, registered April 29, 1994 for NATIONAL FORGE COMPANY in International Class 6.

Foreign Trademark Applications

53. Australian Trademark Application Serial No. 610,026, filed August 24, 1993 for NATIONAL FORGE COMPANY in International Class 6.
54. Australian Trademark Application Serial No. 610,027, filed August 24, 1993 for NATIONAL FORGE COMPANY in International Class 7.
55. Brazilian Trademark Application Serial No. 817567038, filed October 13, 1993 for NATIONAL FORGE COMPANY in International Class 6.
56. Brazilian Trademark Application Serial No. 817567046, filed October 13, 1993 for NATIONAL FORGE COMPANY in International Class 7.
57. Canadian Trademark Application Serial No. 735,338, filed August 20, 1993 for NATIONAL FORGE COMPANY.
58. Chinese Trademark Application Serial No. 94030203, filed April 11, 1994 for NATIONAL FORGE in International Class 6.

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59. Chinese Trademark Application Serial No. 94030204, filed April 11, 1994 for NATIONAL FORGE in International Class 7.
  60. French Trademark Application Serial No. 93/486076, filed October 4, 1993 for NATIONAL FORGE COMPANY in International Classes 6 and 7.
  61. Indian Trademark Application Serial No. 595,814, filed April 30, 1993 for NATIONAL FORGE COMPANY in International Class 7.
  62. Indian Trademark Application Serial No. 595,815, filed April 30, 1993 for NATIONAL FORGE COMPANY in International Class 6.
  63. Italian Trademark Application Serial No. MI93C006948, filed October 12, 1993 for NATIONAL FORGE COMPANY in International Classes 6 and 7.
  64. Japanese Trademark Application Serial No. 5-105561, filed October 20, 1993 for NATIONAL FORGE COMPANY in International Class 6.
  65. Japanese Trademark Application Serial No. 5-105562, filed October 20, 1993 for NATIONAL FORGE COMPANY in International Class 7.
  66. Mexican Trademark Application Serial No. 181,506, filed October 26, 1993 for NATIONAL FORGE COMPANY in International Class 7.
  67. Russian Trademark Application Serial No. 93053719, filed December 7, 1993 for NATIONAL FORGE COMPANY with Design (NF in Circle) in International Classes 6 and 7.
  68. Spanish Trademark Application Serial No. 1,778,430, filed September 1, 1993 for NATIONAL FORGE COMPANY in International Class 6.
  69. Spanish Trademark Application Serial No. 1,778,431, filed September 1, 1993 for NATIONAL FORGE COMPANY in International Class 7.
  70. Swiss Trademark Application Serial No. 9915/1993.1, filed August 18, 1993 for NATIONAL FORGE COMPANY in International Classes 6 and 7.
  71. United Kingdom Trademark Application Serial No. 1,548,770, filed September 27, 1993 for NATIONAL FORGE COMPANY in International Class 6.

TRADEMARK

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72. United Kingdom Trademark Application Serial No. 1,548,771, filed September 27, 1993 for NATIONAL FORGE COMPANY in International Class 7.
  73. German Trademark Application Serial No. N25952/6Wz filed September 9, 1993 for NATIONAL FORGE COMPANY in International Classes 6 and 7.

Name Registrations

74. Chinese Enterprise Name Registration No. 96,088, for NATIONAL FORGE COMPANY.

Trademarks  
Pending Applications

Mark Name	Country	Serial No.	Filing Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	Australia	610027	8/24/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Oral Hearing requested; Acceptance due 10/5/96.
NATIONAL FORGE COMPANY	Brazil	817567038	10/13/93	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Appeal to Trademark Office rejected; further appeal to Brazilian Federal Court may be filed.
NATIONAL FORGE COMPANY	Brazil	817567046	10/13/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Appeal to Trademark Office rejected; further appeal to Brazilian Federal Court may be filed.
NATIONAL FORGE COMPANY	Canada	735338	8/20/93	N/A	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Accepted and published for opposition.
NATIONAL FORGE COMPANY	Germany	N 25952/6Wz	9/9/93	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS, HEAVY DUTY STEEL FORGINGS, CARBON FORGINGS AND ALLOY FORGINGS, ETC. IN CLASS 6; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS, ETC. IN CLASS 7	Accepted and published for opposition.
NATIONAL FORGE COMPANY	India	595815	4/30/93	Int. 6	FORGINGS OF ALL KINDS, IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND FINISHED MACHINE FORGINGS AND CASTINGS	Awaiting Indian Trademark Office Action.

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Mark Name	Country	Serial No.	Filing Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	India	295814	4/30/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE APPARATUS, ALL FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; AND PARTS AND FITTINGS INCLUDED IN CLASS 7	Awaiting Indian Trademark Office Action.
NATIONAL FORGE COMPANY	Italy	M193C006948	11/12/93	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Awaiting Italian Trademark Office action.
NATIONAL FORGE COMPANY	Japan	5-105564	11/21/93	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Accepted and published for opposition.
NATIONAL FORGE COMPANY	Japan	5-105562	10/20/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Accepted and published for opposition.
NATIONAL FORGE COMPANY	Mexico	181506	10/26/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Awaiting first Trademark Office Action
NATIONAL FORGE COMPANY with NF in Circle *	Russia	93053719	12/7/93	Int. 6 and 7	HAMMERED AND PRESSED STEEL GOODS IN CLASS 6 INCLUDING CARBON STEEL FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO	Accepted; awaiting certificate of registration.
NATIONAL FORGE COMPANY	Spain	1775430	9/1/93	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Final rejection issued; application being refiled.
NATIONAL FORGE COMPANY	Spain	1775431	9/1/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Final rejection issued; application being refiled.

\* Composite mark filed on advice of foreign associate, as same alone is unregistrable in Russia

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Mark Name	Country	Serial No.	Filing Date	Class No.	Goods	Remarks
NATIONAL FORGE COMPANY	Switzerland	9915/1993.1	8/18/93	Int. 6 and 7	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS; IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS; ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Response to Trademark Office Action filed September 1995.
NATIONAL FORGE COMPANY	United Kingdom	1548770	9/27/93	Int. 6	ALL TYPES OF FLAT DIE HAMMERED, AND PRESSED, STEEL FORGINGS; HEAVY DUTY STEEL FORGINGS; CARBON FORGINGS AND ALLOY FORGINGS MADE FROM BASIC ELECTRIC STEEL; SMOOTH FORGINGS, HOLLOW BORED FORGINGS, ROUGH FORGINGS, AND PARTLY FINISHED MACHINED FORGINGS; CRANK SHAFT FORGINGS, AND DROP FORGINGS, IRON AND STEEL INGOTS AND BILLETS; CASTINGS AND PARTLY MACHINE FINISHED CASTINGS	Accepted; to be published for opposition.
NATIONAL FORGE COMPANY	United Kingdom	1548771	9/27/93	Int. 7	ISOSTATIC PRESSES AND HIGH PRESSURE SYSTEMS FOR FORMING OBJECTS BY DIRECT APPLICATION OF HIGH PRESSURE LIQUID OR GASEOUS FLUID THERETO; PARTS AND FITTINGS FOR THE AFORESAID GOODS	Abandoned.

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SCHEDULE C

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES

U.S. COPYRIGHT REGISTRATIONS

Name	Registration No./Grantor
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SCHEDULE C

NATIONAL FORGE COMPANY HOLDINGS, INC.  
AND SUBSIDIARIES  
OTHER COPYRIGHTS

[Grantor]

[Jurisdiction]

[Other Relevant Information]

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TRADEMARK  
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COPYRIGHT ITEMS  
SOFTWARE AFTER 6/95

Department	Date Created	Title of Software
Accounting	07/95	Financial Statement Generator
Accounting	11/95	Product Line Profitability Statements
Accounting	01/96	Marketing Product Pricing Model
Accounting	05/96	Business Plan Generator
Accounting	06/96	Valuation Support Model
Accounting	06/96	ESOP Contribution Model
Engineering Tooling	12/95	Auto F
		NFC Group Technology Semi-Computer Aided Process Planning (Semi CAPP) System
Industrial Engineering	05/96	
Planning and Projects	08/95	Transaction Evaluation Model

Doc. No.: (excl) software

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Department	Date Created	Title of Software
Accounting	01/90	Calculated Steel Rates and Scrap Rates
Accounting	01/91	Highlights Report
Accounting	06/91	Capital Equipment Payback Model
Engineering Tooling	07/88	Hydroc
Engineering Tooling	03/89	Shrink
Engineering Tooling	06/89	Acme Threads
Engineering Tooling	07/89	Hydrod
Engineering Tooling	09/89	Bolts
Engineering Tooling	01/92	Buttress Threads
Engineering Tooling	01/92	Unified Threads
Engineering Tooling	07/94	Unified-J-Threads
Engineering Tooling	11/94	Thread Shear Area
Industrial Engineering	05/95	NFC Group Technology Computer Aided Process Planning (CAPP) System
Information Systems	01/87	Lot Control System
Information Systems	01/87	Payroll System
Information Systems	01/87	Data Collection System
Information Systems	01/88	Invoicing System
Information Systems	01/88	Furnace Logs/Utilization System
Information Systems	01/89	Booking/Backlogs/Shipments System
Information Systems	01/89	Melt Sheets - Input System
Information Systems	01/89	Metallurgical Order Review System
Information Systems	01/90	Backlog/Margins System
Information Systems	01/90	Requisition/Purchasing System
Information Systems	01/90	Performance Measurement System
Information Systems	01/91	Capital Status System
Information Systems	01/91	Measuring and Testing System
Information Systems	01/91	Tool Crib Inventory System
Information Systems	01/92	Quote Order System
Information Systems	01/92	Budget and Expense System
Information Systems	01/92	Business Plan System
Information Systems	01/93	Maintenance Work Order System
Information Systems	06/93	Consignment Inventory System
Information Systems	02/94	NFC Problem/Project Tracking System
Planning and Projects	05/91	Turning Points

Doc. No.: (excl) soft

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AND SUBSIDIARIES

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AND SUBSIDIARIES

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SCHEDULE E

CHIEF EXECUTIVE OFFICE OF GRANTORS

NFC, Subsidiaries and Holdings

One Front Street, Irvine, Pennsylvania 16239

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TRADEMARK  
REEL: 1741 FRAME: 0868

LOCATIONS OF BOOKS AND RECORDS

NFC, Subsidiaries and Holdings

One Front Street, Irvine, Pennsylvania 16239

NFC

c/o Corporation Trust Company  
1013 Centre Road, Wilmington, Delaware 19805

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