

08-21-1998



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TRADEMARK

MAD
8-20-98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

08/20/1998 (SHABRZZ 00000079 75475689

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 200.00 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. 20233 7

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)

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.

Edward D. Eddy, III

August 19, 1998

Name of Person Signing

Signature

Date Signed

SECOND AMENDMENT AND SUPPLEMENT
TO
TRADEMARK SECURITY AGREEMENTS

THIS SECOND AMENDMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENTS (this "Amendment") is made as of the 27th day of July, 1998, by and between KAYNAR TECHNOLOGIES INC., a Delaware corporation (the "Borrower") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (in its individual capacity, "GE Capital" and in its capacity as agent for Lenders, the "Agent").

WITNESSETH

WHEREAS, the Borrower and GE Capital entered into that certain Credit Agreement dated as of January 3, 1994, as amended and restated by the Amended and Restated Credit Agreement dated as of August 12, 1996, all as further amended as of December 17, 1996, April 30, 1997, June 25, 1997, October 23, 1997, December 5, 1997, January 21, 1998, May 29, 1998, and June 23, 1998 (collectively, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Borrower has executed and delivered to GE Capital that certain Security Agreement dated as of January 3, 1994, as amended and supplemented by that certain Amendment and Supplement to Security Agreement dated as of August 12, 1996, pursuant to which the Borrower has granted to GE Capital a security interest in substantially all of the Borrower's Property (collectively, the "Security Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Borrower has executed and delivered to GE Capital that certain Trademark Security Agreement dated as of January 3, 1994, (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which the Borrower has granted to GE Capital a first mortgage and security interest in the Trademarks (as defined in the Trademark Security Agreement) and Licenses (as defined in the Trademark Security Agreement);

WHEREAS, the Borrower has executed and delivered to GE Capital a Supplemental Trademark Security Agreement dated as of March 10, 1994 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Supplemental Trademark Security Agreement," and with the Trademark Security Agreement, the "Trademark Security Agreements") pursuant to which the Borrower has granted to GE Capital a security interest in the Foreign Trademarks (as defined in the Supplemental Trademark

Security Agreement) and Foreign Licenses (as defined in the Supplemental Trademark Security Agreement);

WHEREAS, the Borrower and GE Capital have entered into that certain Amendment and Supplement to Trademark Security Agreements dated as of August 12, 1996 (the "Amendment and Supplement to Trademark Security Agreements");

WHEREAS, the Borrower and GE Capital desire to amend and restate the Existing Credit Agreement as of the date hereof and have entered into that certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement") providing for, among other things, (i) the appointment of GE Capital as Agent for the Lenders, and (ii) the making of Loans and other financial accommodations to or for the benefit of the Borrower; and

WHEREAS, it is a condition precedent to the effectiveness of the Second Amended and Restated Credit Agreement that the Borrower execute this Amendment in favor of, and deliver the same to, the Agent for the benefit of the Lenders;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Second Amended and Restated Credit Agreement.
2. Assignment of Interest. GE Capital hereby assigns and transfers to the Agent, for the benefit of the Lenders, all of its rights and remedies under and with respect to the Trademark Security Agreements. GE Capital hereby irrevocably authorizes and empowers the Agent to assert any claims, rights and defenses of every kind or nature that GE Capital may have, from time to time, against the Borrower under or with respect to the Trademark Security Agreements.
3. Amendments to Trademark Security Agreement Schedules. Schedules A and B to the Trademark Security Agreement are hereby deleted in their entirety, and new Schedule A attached hereto as Annex I are substituted in lieu thereof.
4. Amendments to Supplemental Trademark Security Agreement Schedules. Schedules A and B to the Supplemental Trademark Security Agreement are hereby deleted in their entirety, and new Schedule A attached hereto as Annex I are substituted in lieu thereof.

5. Acknowledgment of Continuing Security Interest. The Borrower hereby acknowledges and confirms that (i) all of the Obligations under the Second Amended and Restated Credit Agreement are Secured Obligations (as defined in the Security Agreement), (ii) that all of the Obligations will be secured by a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, in all of the Borrower's now owned or existing and hereinafter acquired or arising Trademarks, Licenses, Foreign Trademarks and Foreign Licenses, subject to the provisions of the Amended and Restated Credit Agreement, (iii) that all of the Trademarks, Licenses, Foreign Trademarks and Foreign Licenses as of the date hereof are set forth, after giving effect to this Amendment, on Schedules A or B of the Trademark Security Agreement or the Supplemental Trademark Security Agreement, as applicable, and (iv) all representations and warranties in the Trademark Security Agreement and Supplemental Trademark Security Agreement are true, complete and correct as of the date hereof after giving effect to this Amendment, and (iv) the Agent shall be entitled to take any and all actions contemplated by the Trademark Security Agreement and Supplemental Trademark Security Agreement subject to the provisions of the Second Amended and Restated Credit Agreement.

6. Effectiveness. This Amendment shall become effective as of the date first written above upon the execution of this Amendment by the Borrower

7. Miscellaneous. This Amendment is a Loan Document. The headings herein are for convenience of reference only and shall not alter or otherwise affect the meaning hereof. Except to the extent specifically amended, supplemented or modified hereby, the provisions of the Trademark Security Agreements shall not be amended, modified, impaired or otherwise affected hereby, and the Trademark Security Agreements are hereby confirmed in full force and effect. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agent under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

8. Reference to and Effect on Trademark Security Agreements.

a. Upon the effectiveness of this Amendment, each reference in the Trademark Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Trademark Security Agreement as amended and supplemented hereby. Each reference in the Trademark Security Agreement to "Lender" shall be deemed a reference to the Agent.

b. Upon the effectiveness of this Amendment, each reference in the Supplemental Trademark Security Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import shall mean and be a reference to the Supplemental Trademark Security Agreement as amended and supplemented hereby. Each reference in the Supplemental Trademark Security Agreement to "Lender" shall be deemed a reference to the Agent.

9. Counterparts. This Amendment may be executed in any number of counterparts which together shall constitute one instrument.

10. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of California applicable to agreements between parties resident therein.

IN WITNESS WHEREOF, the Borrower, GE Capital and the Agent have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

KAYNAR TECHNOLOGIES INC.,
a Delaware corporation

By: [Signature]
Name: [Name]
Title: [Title]

GE CAPITAL:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name:
Title:

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Borrower, GE Capital and the Agent have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the date first above written.

BORROWER:

KAYNAR TECHNOLOGIES INC.,
a Delaware corporation

By: _____
Name:
Title:

GE CAPITAL:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: P.C. Keeney
Name: Peter C. Keeney
Title: Authorized Signatory

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

By: P.C. Keeney
Name: Peter C. Keeney
Title: Authorized Signatory

Annex I

**Schedule A to Second Amendment and
Supplement to Trademark Security Agreement**

TRADEMARKS ASSIGNED TO KTI BY MICRODOT

Page 1

<u>Case</u>	<u>Country</u>	<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Pat/Req. No.</u>	<u>Date</u>	<u>Remarks</u>
KAY 306	US	KTI	TM KAYLOCK/Cl. 6	690,787	07/05/55	621,618	02/21/76	REN 02/21/96
KAY 306	AU	KTI	TM KAYLOCK/Cl. 6			A125,755	11/23/83	REN 11/23/07
KAY 306	BX	KTI	TM KAYLOCK/Cl. 6	41,619	01/26/79	357,913	01/26/89	REN 01/26/99
KAY 306	CA	The Kaynar Co.	TM KAYLOCK/Cl. 6	245,468	05/03/58	112,045	10/31/58	
KAY 306	DE	Microdot Inc.	TM KAYLOCK/Cl. 6			721,601	04/24/88	REN 04/24/98
KAY 306	FR	Microdot Inc.	TM KAYLOCK/Cl. 6	866,510	07/10/87	1,417,72	07/10/87	REN 07/10/07
KAY 306	GB	Kaynar Tech. Co.,	TM KAYLOCK/Cl. 6	834,536	05/14/62	834,536	05/14/83	REN 05/14/07
KAY 306	NL	Kaynar Mfg. Co.,	TM KAYLOCK			131,013	05/05/58	CONVERTED TO BENELUX
KAY 306	IT	The Kaynar Co.	TM KAYLOCK/Cl. 6	22174C/79	11/29/79	377,529	11/29/79	REN 11/29/99
KAY 306	JP	Microdot Inc.	TM KAYLOCK/Cl. 6	43607/91	04/25/91	2,622,161	02/28/94	REN 02/28/04
KAY 306	SE	KTI	TM KAYLOCK/Cl. 6	9002236	05/22/90	172,870	07/11/80	REN 07/11/00
KAY 308	US	KTI	TM KAYLUBE/Cl. 15	690,786	07/05/55	627,237	05/22/76	REN 05/22/06
KAY 322	US	Kaynar Mfg. Co.,	TM KAYBOLT/Cl. 13	154,727	10/08/62	760,06	11/26/63	REN 11/26/03
KAY 342	US	KTI	TM PITCH-LOK/Cl. 13	232,721	11/15/65	828,107	05/02/67	REN 05/02/07
KAY 343	US	KTI	TM PERMA-THREAD/Cl. 13	232,720	11/15/65	828,433	05/09/67	REN 05/09/07

TRADEMARKS ASSIGNED TO KTI BY MICRODOT

Page 2

Case	Country	Applicant	Title	Serial No.	Filed	Pat/Req. No.	Date	Remarks
KAY 355	JP	Microdot Inc.	TM KAYNAR/Cl. 13	213533/78	05/16/78	797,108	03/16/79	
KAY 646	US	Microdot Inc.	TM KAYLOBE/Cl. 6	417,870	03/09/72	961,252	06/19/73	
KAY 647	US	Microdot Inc.	TM K-LOBE/Cl. 6	417,872	03/09/72	961,253	06/19/73	REN 06/19/03
KAY 664	US	Microdot Inc.	TM K-FORM/Cl. 6	77,736	02/19/76	1,047,991	09/14/78	REN 09/14/96
KAY 664	CA	KTI	TM K-FORM	401,072	08/10/76	239,487	01/25/80	
KAY 664	FR	Kaynar Mfg. Co.,	TM K-FORM/Cl. 6	809,432	08/06/86	1,366,764	08/06/86	REN 08/06/96
KAY 664	DE	Kaynar Mfg. Co.,	TM KAFORM/Cl. 6	K38207/6 Wz.	01/13/77	969,628	01/13/77	
KAY 680	US	KTI	TM K-FAST/Cl. 6	75,934	02/02/76	1,085,283	02/14/78	REN 02/14/98
KAY 680	CA	KTI	TM K-FAST	401,073	08/10/76	238,495	12/21/79	REN 12/21/09
KAY 680	FR	Kaynar Mfg. Co.,	TM K-FAST/Cl. 6	809,431	08/06/86	1,366,763	08/06/86	REN 08/06/96
KAY 680	GB	KTI	TM K-FAST/Cl. 6	1,067,107	08/12/76	B1,067,107	08/12/76	REN 08/12/07
KAY 682	US	Microdot Inc.	TM K-SERT/Cl. 6	91,991	06/29/76	1,058,951	02/15/77	REN 02/15/97
KAY 682	FR	Microdot Inc.	TM K-SERT/Cl. 6	834,980	01/23/87	1,390,781	01/23/87	REN 01/23/97
KAY 683	US	Microdot Inc.	TM THIN-WALL/Cl. 6	91,992	06/29/76	1,058,952	02/15/77	REN 02/15/97
KAY 683	FR	Microdot Inc.	TM THIN-WALL/Cl. 6	834,979	01/23/87	1,390,780	01/23/87	REN 01/23/97
KAY 708	US	Microdot Inc.	TM K-THIN/Cl. 6	264,388	06/02/80	1,168,934	09/15/81	EXP 02/02/99

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TRADEMARKS ASSIGNED TO KTI BY MICRODOT

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Case	Country	Applicant	Title	Serial No.	Filed	Pat/Req. No.	Date	Remarks
KAY 786	JP	Microdot Inc.	TM Misc. design/Cl. 6	67379/85	07/01/85	2035792	03/30/88	REN 12/30/07
KAY 786	SE	KTI	TM Misc. design/Cl. 6	82/5109	09/01/82	185,307	02/11/83	REN 02/11/03
KAY 786	US	Microdot Inc.	TM Misc. design/Cl. 6	346,713	01/22/82	1,239,961	05/31/83	AFF 05/31/03
KAY 786	BR	Microdot Inc.	TM Misc. design/Brazil Cl. 8	811021076	11/19/82	811021076	02/14/84	REN 02/13/04
KAY 786	CA	KTI	TM Misc. design	491,327	08/25/82	297,654	11/30/84	REN 11/30/99
KAY 786	FR	Microdot Inc.	TM Misc. design/Cl. 6	638,602	08/26/82	1,216,583	08/26/82	REN 08/25/02
KAY 786	DE	Microdot Inc.	TM Misc. design/Cl. 6	M52064/6 Wz	10/11/82	1,059,458	10/11/82	REN 10/11/02
KAY 786	GB	KTI	TM Misc. design/Cl. 6	1,180,635	08/24/82	1,180,635	08/24/82	REN 08/24/03
KAY 786	IT	Microdot Inc.	TM Misc. design/Cl. 6	20899 C/82	09/07/82	408,558	09/07/82	REN 09/09/82
KAY 826	US	Microdot Inc.	TM KAYNAR / US Cl. 13	492,693	07/31/84	1,370,870	11/19/85	REN 11/19/05
KAY 826	AU	KTI	TM KAYNAR / Cl. 6	443,907	04/17/86	A443,907	04/1786	REN 04/17 05
KAY 826	BX	KTI	TM KAYNAR / Cl. 6	55623	04/16/86	417,362	04/16/86	REN 04/16/02
KAY 826	BR	Microdot Inc.	TM KAYNAR / Brazil Cl.	8812526554	04/22/86	812526554	11/17/87	REN 11/17/97
KAY 826	CA	KTI	TM KAYNAR	560,631	04/11/86	328,288	06/05/87	REN 06/05/02
KAY 826	FR	Microdot Inc.	TM KAYNAR / Cl. 6	791,878	04/16/86	1,351,029	04/16/86	REN 04/16/96
KAY 826	DE	Microdot Inc.	TM KAYNAR / Cl. 6	MS8414/6 Wz	04/17/86	1,100,203	04/17/86	REN 04/10/06

REEL: 1771 FRAME: 0748

TRADEMARKS ASSIGNED TO KTI BY MICRODOT

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<u>Case</u>	<u>Country</u>	<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Pat/Req. No.</u>	<u>Date</u>	<u>Remarks</u>
KAY 826	GB	KTI	TM KAYNAR / Cl. 6	1264813	04/15/86	1,264,813	04/15/86	REN 04/15/07
KAY 826	IL	KTI	TM KAYNAR / Cl. 6	63284	04/17/86	63284	04/17/86	REN 04/17/07
KAY 826	IT	Microdot Inc.	TM KAYNAR / Cl. 6	19034 C/86	04/24/86	468,754	04/24/86	REN 04/24/06
KAY 826	JP	Microdot Inc.	TM KAYNAR / Cl. 6	See Case 355				
KAY 826	KR	KTI	TM KAYNAR / KR Cl.	30 138,853	02/05/87	97-578	01/21/97	REN 01/21/07
KAY 826	ES	KTI	TM KAYNAR / Cl. 6	1,145,990	05/08/86	1,145,990	08/05/98	REN 08/05/07
KAY 826	SE	KTI	TM KAYNAR / Cl. 6	86-2982	04/16/86	207,395	09/25/87	REN 09/25/07
KAY 826	TW	KTI	TM KAYNAR / Taiwan Cl.	93(75)25656	05/27/86	354,349	01/16/87	REN 01/15/97

TRADEMARK
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KTI
CASE FILES

<u>Case</u>	<u>Country</u>	<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filed</u>	<u>Pat/Req. No.</u>	<u>Date</u>	<u>Remarks</u>
012	US	KTI	TM: "KELOX"			0601215	1/25/55	Emhart Acquisition Renewal Date 1/25/05
012	BENEL	KTI	TM: "KELOX"			055839	8/4/71	Emhart Acquisition Renewal Date 8/4/2000
012	CA	KTI	TM: "KELOX"			TMA176364	5/28/71	Emhart Acquisition Renewal Date 5/28/2001
012	FR	KTI	TM: "KELOX"			1599872	7/17/70	Emhart Acquisition Renewal Date 6/29/2000
012	EPC	KTI	TM: "KELOX"			903117	8/17/70	Emhart Acquisition Renewal Date 8/17/2000
012	ISL	KTI	TM: "KELOX"			32122	5/19/72	Emhart Acquisition Renewal Date 5/19/2005

TRADEMARK

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**KTI
CASE FILES**

Case	Country	Applicant	Title	Serial No.	Filed	Pat/Req. No.	Date	Remarks
012	IT	KTI	TM: "KELOX"			607732	12/21/70	Emhart Acquisition Renewal Date 12/21/2000
012	SWE	KTI	TM: "KELOX"			134618	4/2/71	Emhart Acquisition Renewal Date 4/2/2001
012	TAI	KTI	TM: "KELOX"			560085	6/16/92	Emhart Acquisition Renewal Date 6/16/2002
012	GB	KTI	TM: "KELOX"			1483462	11/23/91	Emhart Acquisition Renewal Date 11/23/98
012	US	KTI	TM: "KEYSERT" (word)			1889603	4/18/95	Emhart Acquisition Renewal Date 4/18/2000
013	INDIANA	KTI	TM: "KEYSERT" (word)			5010-2361	4/28/94	Emhart Acquisition Renewal Date 4/27/2004

TRADEMARK

REEL: 1771 FRAME: 0751

TRADEMARKS

Case	Country	Applicant	Title	Serial No.	Filed	Pat/Req. No.	Date	Remarks
003	US	Kaynar Technologies Inc.	TM: K-LOX (Class 6)	605,580	11/21/95			
007	US	KTI	TM: KTI Plus Logo					File opened 01/13/97
009	US	KTI	TM: "RING-LOX"					File opened 07/29/97
010	US	KTI	TM: Logo "M"	75/475,689	04/28/98			
011	US	KTI	TM: Logo "MI"	75/475,917	04/28/98			
	US	KTI	TM: Logo "APS"	75/475,918	04/28/98			
	US	KTI	TM: Logo "K"	75/476,336	04/28/98			
	US	KTI	TM: Logo "K"	75/476,337	04/28/98			
	US	KTI	TM: Logo "K"	75/476,343	04/28/98			
	US	KTI	TM: "Kaynar.com"	76/476,342	04/28/98			

TRADEMARK
REEL: 1771 FRAME: 0752

LICENSES GRANTED TO KAYNAR TECHNOLOGIES INC.

<u>LICENSEE</u>	<u>PRODUCT</u>	<u>DATE</u>	<u>PATENT</u>	<u>EXPIRES</u>	<u>ROYALTY</u>
Horace D. Holmes	Spiralock Trademark	4/12/76	US 1,123,588 CAN 253,473	8/7/99 12/5/95	1% After Pats Exp.

TRADEMARK
REEL: 1771 FRAME: 0753

SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

CHICAGO
DALLAS
NEW YORK

555 WEST FIFTH STREET
LOS ANGELES, CALIFORNIA 90013-1010
TELEPHONE 213 896 6000
FACSIMILE 213 896 6600

FOUNDED 1866

WASHINGTON, D.C.
LONDON
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
213-896-6769

WRITER'S E-MAIL ADDRESS
kbernste@sidley.com

August 19, 1998

BY FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attention: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

Re: Second Amendment and Supplement to Trademark Security Agreement

Ladies and Gentlemen::

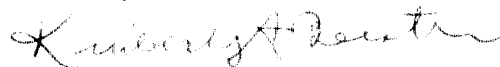
Enclosed please find for recordation with your office today the originally signed Second Amendment and Supplement Trademark Security Agreement between Kaynar Technologies Inc. (conveying party) and General Electric Capital Corporation, made as of July 27, 1998 (the "Agreement"). Attached to the Agreement is the Trademark Recordation Form Cover Sheet (one original and one duplicate) and a check made payable to your office in the amount of \$240.00 to cover the requisite filing fees.

Attached to the Agreement is Annex I, which lists all of the federal, state and foreign trademarks covered by the Agreement. Please note that this Agreement is being recorded with your office with respect to the nine (9) federal trademark application/registration numbers listed on the Trademark Recordation Form Cover Sheet. For your information, trademark security agreements have been recorded previously against the other federal trademark application and registration numbers that are listed on Annex I.

Kindly indicate receipt of the Agreement for recordation by file-stamping as "received" the enclosed self-addressed, postage paid postcard and return it to me.

I may be reached at 213-896-6769 if you have any questions. Thank you.

Sincerely,



Kimberly A. Bernstein
Legal Assistant

KAB\
encls

:::ODMA\PCDOCS\LOSANGELES\105243\1

RECORDED: 08/20/1998

TRADEMARK
REEL: 1771 FRAME: 0754