



08-31-1998



100810109

To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof

1. Name of conveying party(ies):  
The Ferry Cap & Set Screw Company

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: June 10, 1998

2. Name and address of receiving party(ies)  
Morgan Guaranty Trust Company  
Name of New York, As Agent

Internal Address: \_\_\_\_\_  
Street Address: 60 Wall Street  
City: New York State: NY ZIP: 10260

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,633,685                      2,069,831  
618,008                        770,214  
   833,192

Additional numbers attached?  Yes  No

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

Name: J. Lee  
Internal Address: Access Information Services, Inc.  
Street Address: 1773 Western Avenue  
City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

08/28/1998 JSHABAZZ 00000050 1633685

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathleen B. Bunce  
Name of Person Signing

Kathleen Bunce  
Signature

6/12/98  
Date

Total number of pages including cover sheet, attachments, and document: 9

U.S. TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
1,633,685	02/05/91	BPG
618,008	12/20/55	COUNTR-BOR
2,069,831	06/10/97	FATIGUE FIGHTER
770,214	05/26/64	F-C
833,192	08/08/67	NEMPCO and design

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			

As Licensor

## TRADEMARK SECURITY AGREEMENT

WHEREAS, The Ferry Cap & Set Screw Company, an Ohio corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Fabri-Steel Products Incorporated, the Eligible Subsidiaries referred to therein, the Banks referred to therein, the LC Issuing Banks referred to therein and Morgan Guaranty Trust Company of New York, as Agent for such Banks are parties to an Amended and Restated Credit Agreement dated as of June 11, 1998 (as the same may be amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Security Agreement dated as of June 11, 1998 (as such agreement may be amended from time to time, the "**Security Agreement**") between the Grantor and Morgan Guaranty Trust Company of New York, as Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) payable by Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark

License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10th day of June, 1998.

THE FERRY CAP & SET SCREW  
COMPANY

By: *Gerald O. Mullin*  
Name: *Gerald O. Mullin*  
Title: *Secretary / Treasurer*

Acknowledged:

MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK,  
as Agent

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

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

I. Shawn Chand, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gerald O. Mullin, Secretary/Treasurer of THE FERRY CAP & SET SCREW COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary/Treasurer appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 10<sup>th</sup> day of June, 1998.

[Seal]

SHAWN D. CHAND  
NOTARY PUBLIC, State of  
No. 01CH5088985  
Qualified in Nassau County  
Commission Expires Dec. 1, 1999

Shawn Chand  
Signature of notary public  
My Commission expires

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10 th day of June, 1998.

THE FERRY CAP & SET SCREW  
COMPANY

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

Name:

Title:

Acknowledged:

MORGAN GUARANTY TRUST  
COMPANY OF NEW YORK,  
as Agent

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

Name:

Title:



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(NY) 27009/439/ARCA/sec.tm.ferry.wpd