

10-26-1998



100860499

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
- Change of Name
- Other

Effective Date
Month Day Year
08 10 1998

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name MP JACKSON, LLC

08 10 1998

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other a Delaware limited liability company

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name Yale Industrial Products, Inc.

DBA/AKA/TA

Composed of

Address (line 1) 140 John James Audubon Parkway

Address (line 2)

Address (line 3) Amherst

New York

14228

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

10/23/1998 SBURNS 00000014 1115970

01 FC:481 44.00 00
02 FC:482

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

TRADEMARK
REEL: 1803 FRAME: 0602

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="1115970"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1420684"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Elizabeth P. Gottschalk
Name of Person Signing


Signature

10/7/98
Date Signed

TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT is made as of August 10, 1998 by MP Jackson, LLC, a Delaware limited liability company, with its principal place of business at 1824 River Street, Jackson, Michigan 49202 (the "Grantor") and Yale Industrial Products, Inc. (the "Secured Party"), pursuant to a certain Promissory Note of even date issued by MP Group S, Inc. a Michigan corporation (the "Maker") (such Promissory Note is herein referred to as the "Note") and a certain Guaranty and Security Agreement of even date (the "Security Agreement") executed by the Grantor and the other parties named therein for the benefit of the Secured Party, to secure the payment and performance of the Maker to the Secured Party under the Note (the "Secured Obligations"). Capitalized terms used herein as defined terms and not otherwise defined shall have the respective meaning ascribed to such terms in the Note and the Security Agreement. The Secured Party acknowledges that the mortgage and security interest granted to the Secured Party hereby is subject to the provisions of the Intercreditor and Subordination Agreement, dated as of even date herewith, among the Secured Party and the other parties named therein.

1. Security Interest in Trademarks and Licenses. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Grantor hereby grants to the Secured Party a security interest in, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark applications including, without limitation, the registered trademarks, trademark applications, registered service marks, service mark applications and copyrights listed on Schedule A, and (a) all renewals] thereof, (b) all income, royalties, damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks, service mark applications and copyrights, together with the items described in the foregoing clauses (a)-(d), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) the goodwill of the Grantor's business connected with and symbolized by the Trademarks; and

(iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks, service mark applications and copyrights, whether the Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the registered license agreements listed on Schedule B-1, and the other license agreements listed on Schedule B-2, and the right upon the occurrence and during the

continuance of an Event of Default (as defined below) to use the foregoing in connection with the enforcement of the Secured Party's rights under the Note and the Security Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 1, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement, provided, however, that the Grantor will use its best efforts to obtain and deliver to the Secured Party any necessary consents in order to effect a valid grant of a security interest in assignment of any such license agreement pursuant to the terms of this Agreement. As used herein, "Event of Default" means any of the events specified in the numbered paragraphs 1 through 9 in the Note.

2. Restrictions on Future Agreements. Other than agreements entered into in the ordinary course of Grantor's business which are inconsistent in some respect with this Agreement (but contain no restrictions on the grant of security interest in by the Grantor), the Grantor will not, without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, other than actions taken in the ordinary course of Grantor's business, which would in any material respect affect the validity or enforcement of the rights granted to the Secured Party under this Agreement or the rights associated with those Trademarks and Licenses which are necessary or desirable in the operation of the Grantor's business.

3. New Trademarks and Licenses. The Grantor represents and warrants that the Trademarks and Licenses listed on Schedules A and B, respectively, include all of the trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications, registered copyrights and license agreements now owned or held by the Grantor. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, trade names, service marks, service mark registrations, service mark applications, registered copyrights or license agreements or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, trade name, service mark, service mark registration, service mark application or registered copyright, the provisions of Section 1 shall automatically apply thereto and the Grantor shall give to the Secured Party prompt written notice thereof. The Grantor hereby authorizes the Secured Party to modify this Agreement by (i) amending Schedules- A or B, as the case may be, to include any future trademarks, trademark registrations, trademark applications, trade names, service marks, service mark applications, registered copyrights and license agreements that are Trademarks or Licenses under Section 1, or under this Section 3, and (ii) filing, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedules A or B thereto, as the case may be, such future trademarks, trademark applications, trade names, service marks, service mark applications, registered copyrights and license agreements which are Trademarks or Licenses under Section 1 or this Section 3. The Grantor hereby represents to the Secured Party that there are no unregistered copyrights which are owned or used by or useful to the Grantor in the conduct of its business the loss of the exclusive use of which could have a material adverse effect on the Grantor or the conduct of its business. The Grantor covenants that, upon the request of the Secured Party, it will, at its expense, register all copyrights as to which, in the

reasonable discretion of the Secured Party, the loss of the exclusive use of which could have a material adverse effect on the Grantor or the conduct of its business.

4. Royalties. The Grantor hereby agrees that the use by the Secured Party of the Trademarks and Licenses as authorized hereunder shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to the Grantor.

5. Nature and Continuation of the Secured Party's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Secured Obligations have been indefeasibly paid in full and the Note terminated.

6. Right to Inspect; Further Assignments and Security Interests. The Secured Party shall have the right, upon reasonable notice and at any reasonable time and from time to time, to inspect the Grantor's premises and to examine the Grantor's books, records and operations relating to the Trademarks or Licenses, including, without limitation, the Grantor's quality control processes; provided, however, that in conducting such inspections and examinations, the Secured Party shall use its best efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. From and after the occurrence of an Event of Default, and subject to the terms of the Note and the Security Agreement, the Grantor agrees that the Secured Party or a conservator appointed by the Secured Party shall have the right to establish such reasonable additional product quality controls as the Secured Party or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks or the Licenses. The Grantor agrees (i) not to sell or assign its respective interests in, the Trademarks or the Licenses without the prior written consent of the Secured Party, which consent will not be unreasonably withheld, (ii) to maintain the quality of any and all products in connection with which the Trademarks or the Licenses are used, consistent with the quality of said products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the prior written consent of the Secured Party, which consent will not be unreasonably withheld.

7. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business and consistent with the Grantor's current business practices, (i) to prosecute diligently any trademark application, service mark application or copyright application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make application for trademarks, service marks and copyrights as the Grantor deems appropriate, (iii) to take reasonable steps to preserve and maintain all of the Grantor's rights in the trademark applications, service mark applications, copyright applications and trademark, service mark registrations and copyright registrations that are part of the Trademarks and (iv) to take reasonable steps to preserve and maintain all of the Grantor's rights in licenses, license agreements and trademark licenses that are part of the Licenses. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Grantor shall not abandon any (i) material trademark, service mark or copyright which is the subject of a registered trademark, service mark, copyright or application therefor and (ii) material license agreement, license or trademark license, which are or shall be necessary or economically desirable in the operation of the Grantor's business. The Secured Party shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, the Secured Party shall not be under any

obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Secured Obligations secured hereby.

8. The Secured Party's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Note and the Security Agreement, the Secured Party shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if the Secured Party shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse and indemnify the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 8 (including, without limitation, all reasonable attorneys', and paralegals', fees). If, for any reason whatsoever, the Secured Party is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Secured Obligations secured hereby.

9. Waivers. No course of dealing between the Grantor and the Secured Party, and no failure to exercise or delay in exercising on the part of the Secured Party any right, power or privilege hereunder or under the Note shall operate as a waiver of any of the Secured Party's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Note or the Security Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10. The Secured Party's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any of the rights and remedies provided in this Agreement, the Note, the Security Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, the Grantor acknowledges and agrees that (i) the Trademarks and Licenses comprise a portion of the Collateral and the Secured Party shall have the right to exercise its rights under the Note and the Security Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, the Secured Party or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or otherwise in connection with the conduct of the Grantor's business.

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

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 1 and 3 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. All of the Secured Party's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby irrevocably appoints the Secured Party as the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise to carry out the acts described below. Subject to the terms of the Note and the Security Agreement, the Grantor hereby authorizes the Secured Party to, in its sole discretion, upon the occurrence and during the continuance of an Event of Default, (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as the Secured Party deems is in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. The Secured Party shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 13 without taking like action with respect to the entire goodwill of the Grantor's business connected with the use of and symbolized by, such Trademarks. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 5. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party under the Note or the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark and Licenses may be located or deemed located.

14. Binding Effect; Benefits. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Secured Party and its respective nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of the Secured Party.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois.

16. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Intercreditor and Subordination Agreement.

17. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

18. Filing of this Agreement. In the event that either party desires to file this Agreement with the United States Patent and Trademark Office ("PTO"), such party shall: (1) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet Trademarks Only" and shall indicate on such cover sheet that the nature of the conveyance is a

Security Agreement; (ii) provide the other party with copies of such filing' and (iii) shall pay all applicable filing fees.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MP Jackson, LLC

By: E. David Olson
Name: E. David Olson
Title: President

ATTEST:

By: James C. Allina
Secretary

Accepted and agreed to as of the ___ day of August, 1998.

Yale Industrial Products, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

MP Jackson, LLC

By: _____
Name: E. David Olson
Title: President

ATTEST:

By: _____
Secretary

Accepted and agreed to as of the 20th day of August, 1998.

Yale Industrial Products, Inc.

By: _____
Name: R.L. Montgomery
Title: Treasurer

Schedule A
to
Trademark and License Security Agreement

Dated as of August 10, 1998

Trademarks¹

<u>Mark</u>	<u>File Number</u>	<u>Expiration Date</u>	<u>Country</u>
Mini-Breaker	1,115,970	4/3/99	U.S.A.
Amlilit	1,420,684	12/16/06	U.S.A.
Minibreaker	103,678	6/29/01	Canada
Minibreaker	711,300	10/31/01	Great Britain

Unregistered Trademarks

<u>Mark</u>	<u>Country</u>
Not Applicable	

Pending Trademark Applications

<u>Mark</u>	<u>File Number</u>	<u>Date Filed</u>	<u>Country</u>
Not Applicable			

¹ All trademarks were issued to Amstar Corporation through a series of mergers and acquisitions. Amstar's assets were conveyed to a dummy corporation, ASR-7, which was merged with Mechanical Products, Inc., with the surviving corporation being renamed Mechanical Products, Inc. To the best knowledge of present management, there have been no claims of ownership or objections to Mechanical Products' use of the trademarks. Mechanical Products, Inc. contributed these trademarks to its wholly-owned subsidiary MP Jackson, LLC on August 10, 1998.

Trade Names

Name

Use

Country

Not Applicable

Pending Service Mark Application

Mark

File Number

Date Filed

Country

Not applicable

Registered Service Marks

Mark

File Number

Date Issued

Country

Not Applicable

Registered Cony

Description

File Number

Date Filed

Country

Not Applicable

Schedule B-1

to

Trademark and License Security Agreement

Dated as of August 10, 1998

Registered License Agreements

Description

File Number

Date Filed

Not Applicable

Schedule B-2
to
Trademark and License Security Agreement
Dated as of August 10, 1998

Unregistered License Agreements

Description

Date of Agreement

Not Applicable