

11-05-1998



100869628

11-3-98

**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**
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/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Association**

☒ **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 Assignment.)

11/04/1998 JSHABAZZ 00000017 693018

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 375.00 OP

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

TRADEMARK
REEL: 1810 FRAME: 0735

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

2138966070

Name

James V. Robertson, Esq.

Address (line 1)

Sidley & Austin

Address (line 2)

555 W. Fifth Street

Address (line 3)

Suite 4000

Address (line 4)

Los Angeles, CA 90013

Pages

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

#

22

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)

693018

757591

798289

907506

994976

1095751

1117111

1156141

1197699

Number of Properties

Enter the total number of properties involved.

#

16

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

415

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.

Brandy A. Carrillo

Name of Person Signing

Brandy A. Carrillo

Signature

11/02/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

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)

1197729	1202058	1234328
1240903	1259195	1304693
1325474		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 27, 1998, is made by MARSON CREATIVE FASTENER, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for itself and the other Lenders (as defined below).

WITNESSETH:

WHEREAS, the stockholders ("Sellers") of Marcliff Corporation, a Delaware corporation ("Marcliff"), have entered into that certain Stock Purchase Agreement dated as of the date hereof among Sellers and Kaynar Technologies Inc., a Delaware corporation ("Borrower") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Stock Purchase Agreement"), pursuant to which, among other things, Borrower is to purchase from Sellers, and Sellers are to sell to Borrower, the capital stock of Marcliff, and Borrower is to repay certain debt obligations of Grantor;

WHEREAS, Borrower has entered into that certain Third Amended and Restated Credit Agreement dated as of the date hereof among Borrower, Agent, and the other institutions from time to time party thereto as lenders (the "Lenders") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Agent and the Lenders have agreed, subject to certain conditions precedent, to make Loans to the Borrower for the benefit of the Borrower and for the payment of Borrower's obligations under the Stock Purchase Agreement;

WHEREAS, Grantor is a wholly owned subsidiary of Marcliff, and will derive direct and indirect economic benefit from the Loans and other financial accommodations made to or for the benefit of Borrower under the Credit Agreement and the Stock Purchase Agreement (which benefit will include the repayment of certain debt obligations of Grantor with proceeds of the Loans); and

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall execute and deliver to Agent, for itself and the ratable benefit of Lenders, that certain Marson Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, and as the same may be from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants

herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement or in Annex A thereto. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

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

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs and other sources of business identifiers and designs or other marks and names of Marson Creative Fastener, Inc., both domestic and foreign, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and other marks, names, logos and designs listed on Schedule A attached hereto and made a part hereof, technical knowledge and processes, inventions, blueprints, know-how and formula, technical specifications, confidential and proprietary information and other trade secrets, and all embodiments thereof, and all registrations and recordings of the foregoing, and all applications in

connection therewith and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i) through (v) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks") ; and

(b) rights under or interest in any trademark license agreements or service mark license agreements, either domestic or foreign, with any other party, whether Grantor or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Grantor shall not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it shall not take any action, and shall use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent, for the benefit of itself and Lenders, under this Agreement or the rights associated with the Trademarks or Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto.

Grantor shall give Agent written notice of events described in clauses (i), (ii) and (iii), of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

7. Royalties. Grantor hereby agrees that the use by the Agent, for the benefit of itself and Lenders, of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or under the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent and Lenders to Grantor.

8. Right to Inspect: Further Assignments and Security Interests. The Agent may at all reasonable times during Grantor's regular business hours (and at any time when a Default or Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent to the Agent, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without the Agent's prior and express written consent.

9. Nature and Continuation of the Agent's and Lenders' Security Interest; Termination of the Agent's and Lenders' 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 terminate only when the Obligations have been indefeasibly paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or

proper to terminate the Agent security interest, for the benefit of itself and Lenders, in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Grantor further agrees (x) not to abandon any Trademark or License without the prior written consent of the Agent, and (y) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. The Agent and Lenders have no duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Agent and Lenders are under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Agent, for the benefit of itself and Lenders, may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of an Event of Default, the Agent, for the benefit of itself and Lenders, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent).

12. Waivers. The failure of Agent or any Lender, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of such Person thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Agent or any Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Agent or any Lender unless such suspension or waiver is in writing signed by an officer of the Agent directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney: Cumulative Remedies. Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees, in Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by the Agent of notice to Grantor of the Agent's intention to enforce the rights and claims of Agent and Lenders against Grantor, to (a) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Lenders' best interest. Grantor hereby ratifies all that such attorney 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 all of the Obligations shall have been indefeasibly paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent and Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given 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 Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the trademarks and the Licenses to the Agent, for the benefit of itself and the Lenders, or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently.

Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York applicable to agreements between parties resident therein.

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

19. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. 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.

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

MARSON CREATIVE FASTENER, INC.

By: D. A. Werner
Name: D. A. Werner
Title: V. P.

ATTEST:

By: W. R. Morrow
Name: W. R. Morrow
Title: Secretary

Accepted and agreed to as of the day and year first
above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

STATE OF California)
COUNTY OF Orange) SS.

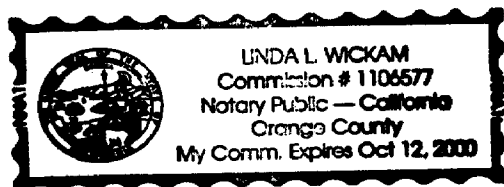
On the 29th day of October in the year 1998, before me,

LINDA L. WICKAM, NOTARY PUBLIC, personally appeared
DAVID A. WERNER

personally known to me ~~or proved to me on the basis of satisfactory evidence~~ to be the person(s)
whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~they~~
executed the same in his/~~their~~ authorized capacity, and that by his/~~their~~ signature on the
instrument the person, or the entity upon which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Linda L. Wickam
Notary Public



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

MARSON CREATIVE FASTENER, INC.

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

Accepted and agreed to as of the day and year first
above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: Charles D. Chiodo
Name: Charles D. Chiodo
Title: AUTHORIZED SIGNATORY

SCHEDULE A

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Australia	KLIK	A276.413	02/26/74	02/26/2009	Rivets, nails, staples, screws and bolts, being goods included in Class 6.
Australia	KLIK	A276.414	02/26/74	02/26/2009	Rivet setting tools, nailing machines, stapling machines, fastening machines, parts thereof and fittings and accessories therefor; and all other goods in Class 7.
Australia	KLIK	A313.181	11/16/77	11/16/98	Hand-operated tools including rivet setting tools, fastening machines, parts thereof and fittings and accessories therefor, included in this class - Class 8.
Australia	KLIK-FAST	A298.077	06/25/76	06/25/07	Rivets, nails, staples, screws and bolts being goods included in Class 6.
Australia	KLIK-FAST	A298.078	06/25/76	06/25/07	Power operated rivet setting tools, fastening machines, parts thereof and fittings and accessories therefor; and all other goods in Class 7.
Australia	KLIK-FAST	A313.182	11/16/77	11/16/98	Hand-operated tools, including rivet setting tools, fastening appliances in this class, parts thereof and fittings and accessories therefor included in this class - Class 8.
Australia	MARSON	A271.279	08/13/73	08/13/08	Rivet setting tools included in this class, fastening machines, parts thereof and fittings and accessories therefor - Class 7.
Australia	MARSON	A271.280	08/13/73	08/13/08	Rivets - Class 6.
Australia	MARSON	A313.180	11/16/77	11/16/98	Riveting tools and riveting pliers included in this class, parts thereof and fittings therefor included in this class - Class 8.
Australia	KLIK	78943	01/16/75	01/31/05	Goods in Classes 6, 7, and 8.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Benelux	KLIK	303,384	07/09/71	07/09/01	Metal rivets, nails, staples and industrial fastening means (not included in other classes) - Class 6. Nailing machines, riveting machines and staplers, industrial machines for applying fastening means - Class 7. Hand tools for riveting, nailing and stapling - Class 8.
Benelux	KLIK-FAST	332,316	01/09/74	04/09/2005	Rivets, nails, staples, clamps, clips, industrial fasteners and fastening devices, as far as not comprised in other classes - Class 6. Riveting machines, machines, appliances and apparatus for riveting and rivet setting and for fastening: parts and accessories for all the foregoing - Class 7. Hand tools for riveting and rivet setting; nailing, stapling, clamping and fastening tools and instruments - Class 8.
Benelux	MARSON	101,485	08/16/74	12/28/01	Rivets - Class 6.
Canada	KLIK-FAST	135,753	05/15/64	05/15/09	Rivets.
Canada	MARSON	123,284	08/25/61	08/25/06	Automotive accessories, namely, non-metallic plastic filler for automobile repairs.
Canada	MARSON MISER	227,913	05/19/78	05/19/08	Dispensers of preparations for repairing and filling automobile bodies.
Canada	MARSON MISER MIX	228,209	06/02/78	06/02/08	Preparations for repairing and filling automobile bodies.
Canada	THREAD-SERT and Design	TMA 279,241	05/06/83	05/06/2013	Fasteners, namely blind threaded inserts.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Denmark	KLIK	2660/1977	07/29/77	07/29/07	All goods, including rivets, nails, staples, industrial fastening devices, all of common metal - Class 6. Riveting machines, machines and appliances for rivet setting and fastening, parts and accessories (not included in other classes) for all of the foregoing - Class 7. Hand tools for riveting and rivet setting, nailing, stapling and fastening hand tools - Class 8.
Denmark	MARSON	2854/1975	07/18/75	07/18/2015	All goods, including rivets, nails, staples, industrial fastening devices, all of common metal - Class 6. All goods, (with the exception of washing machines), including riveting machines, machines and appliances for rivet setting and fastening, parts and accessories (not included in other classes) for all of the foregoing - Class 7. All goods, including hand tools for riveting and rivet setting, nailing, stapling and fastening hand tools - Class 8.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Dominican Republic	MARSON MISER	20,424	03/29/72	03/29/12	Apparatus for the distribution of liquid materials, specifically hardenable plastic glazier's putty, ejected by compressed air and valves to fill holes in coaches and automobiles - Class 16.
Finland	KLIK	64,172	08/14/75	08/14/2005	Rivets, nails, staples and industrial fasteners, rivet setting tools and nailing machines - Classes 6 and 8.
Finland	MARSON	63,616	03/27/75	03/27/2005	Rivets, fastening devices for industrial use, industrial fasteners, industrial fastening machines, rivet setting tools - Classes 6, 7, 8.
France	KLIK	1,430,752	10/14/87	10/14/07	Rivets and tools for laying rivets - Classes 6 and 8.
France	KLIK-FAST	1,305,169	04/17/75	04/10/2005	Rivets, nails, staples, clamps, clasps, clips, industrial fasteners and fastening devices, riveting machines; machines, appliances and apparatus for rivet-setting and for fastening; parts and accessories for all of the foregoing; hand tools for riveting and rivet setting; nailing, stapling, clamping and fastening tools and instruments - Classes 6, 7, and 8.
France	MARSON	1,279,585	07/25/74	07/20/04	Unwrought and partly wrought common metal and their alloys, nails, screws, rivets, staples, industrial fasteners and fastening devices - Class 6. Riveting machines, machines and appliances for rivet setting and fastening; parts and accessories for all of the foregoing - Class 7. Hand tools for riveting and rivet setting; nailing, stapling and fastening tools - Class 8.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Germany	KLIK	918,897	03/03/71	03/03/01	Nail-making products and screw nails out of base metals; machines, appliances and devices for the setting and driving in of nails, pins, tacks, staples, and clips; nailing machines, riveting machines, stapling machines (except for office purposes) as well as parts of their machines, appliances and devices; hand-operated appliances and devices for the setting and driving in of nails, pins, tacks, rivets, staples and clips (except for office purposes) as well as parts of their appliances and devices - Classes 6, 7 and 8.
Germany	KLIK	935,503	06/02/67	06/02/07	Rivets - Class 6.
Germany	KLIK-FAST	947,712	02/13/75	02/28/2005	Metal fastening means, such as rivets, nails, pins, staples, clamps, clips, tacks, wire pins, brads, nailery products and drive screws; machines, apparatus and devices for setting and driving nails, pins, tacks, staples, and clamps, nailing machines, riveting machines, stapling machines and parts of said machines, apparatus and devices; hand tools and devices for setting and driving rivets, nails, staples and clamps for fastening - Classes 6, 7, 8, and 16.
Germany	MARSON	893,079	03/03/71	03/03/01	Nails, pins, tacks, wire nails, brads, rivets, staples, clips, hooks and eyes, clamps, nailsmithwares, nails for machining, all of them out of base metals; machines, apparatuses and appliances for the placing and driving in of nail, pins, tacks, staples and clips, nailing machines, riveting machines, stapling machines (except for office purposes), as well as parts of these machines, apparatuses and appliances manually operated apparatuses and appliances for the placing and driving in of nails, pins, tacks, rivets, staples and clips (except for office purposes), as well as parts of these apparatuses and appliances - Classes 6, 7, 8, and 26.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expires</u>	<u>Goods/Services/Class</u>
Great Britain	KLIK-FAS	01,045,169	04/17/75	04/17/2006	Hand tools for riveting and for rivet setting; hand tools and hand instruments included in Class 8, all for nailing, stapling, clamping and fastening - Class 8.
Great Britain	KLIKFAS	01,045,170	04/17/75	04/17/2006	Rivets and nails, all of common metal; staples, clamps, clasps, clips and fastening devices, all included in Class 6.
Italy	KLIK	683,449 (Prior No. 310,737)	07/10/74	07/10/2004	Rivets, nails, staples, industrial fasteners and fastening devices - Class 6. Riveting machines, machines and appliances for rivet setting and fastening, parts and accessories for all of the foregoing - Class 7. Hand tools for riveting and rivet setting; nailing, stapling and fastening tools - Class 8.
Italy	KLIK-FAST	715919 (Prior No. 317,589)	04/28/75	04/28/05	Rivets, nails, staples, clamps, clips, industrial fasteners and fastening devices - Class 6. Riveting machines, machines, appliances and apparatus for rivet-setting and for fastening, parts and accessories for all of the foregoing - Class 7. Hand tools for riveting and rivet setting; nailing, stapling, clamping and fastening tools and instruments - Class 8.
Italy	MARSON	683,448 (Prior No. 302,596)	08/08/74	08/08/2004	Rivets, nails, staples, industrial fasteners and fastening devices - Class 6. Riveting machines, machines and appliances for rivet setting and fastening, parts and accessories for all of the foregoing - Class 7. Hand tools for riveting and rivet setting; nailing, stapling and fastening tools - Class 8.
Japan	KLIK	2266596	09/21/90	09/21/00	Rivet, nail, tack, wedge and other articles belonging to this class - Class 13.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expires</u>	<u>Goods/Services/Class</u>
Japan	KLIKER	2057627	06/24/88	06/24/2008	Hand-operated cutlery, hand-operated tools, metal fittings - Class 13.
Japan	MARSON	1,151,785	09/08/75	09/08/05	Rivet, tack, wedge and all the other goods belonging to this class - Class 13.
Japan	MARSON	1,907,305	10/28/86	10/28/06	Dye-stuffs, pigments, paints, printing ink, shoe polishes, polishing agents - Class 3.
New Zealand	KLIK	98,220	09/15/71	09/15/06	Rivets - Class 6.
New Zealand	KLIK	98,221	09/15/71	09/15/06	Rivet setting tools and fastening machines and parts, fittings and accessories, all being goods in this class - Class 7.
New Zealand	KLIK-FAST	081,955	08/17/66	08/17/01	Metal fasteners including rivets - Class 6.
New Zealand	KLIK-FAST	081,956	08/17/66	08/17/01	Machines, apparatus, and equipment in this class for riveting and the like purposes including pneumatic riveters and parts for the foregoing goods - Class 7.
New Zealand	KLIK-FAST	081,957	08/17/66	08/17/01	Tools and instruments for riveting in this class - Class 8.
New Zealand	MARSON	98,130	09/06/71	09/06/06	Rivets and industrial fasteners - Class 6.
New Zealand	MARSON	98,131	09/06/71	09/06/06	Rivet setting tools, fastening machines and parts thereof and fittings and accessories therefor - Class 7.
Norway	KLIK	94,991	10/09/75	10/09/2005	Rivets, nails, staples, industrial fasteners and fastening devices; riveting machines, machines and appliances for rivet setting and fastening, parts thereof and equipment therein; hand tools for riveting and rivet setting, nailing, stapling and fastening tools. These goods as far as they fall within Classes 6, 7, and 8.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Norway	MARSON	93,461	04/10/75	04/10/2005	Rivets, nails, staples, industrial fasteners and fastening devices; riveting machines, machines and appliances for rivet setting and fastening, parts and accessories for all of the foregoing, hand tools for riveting and rivet setting, nailing, stapling and fastening tools - Classes 6, 7, and 8.
Sweden	KLIK	142,842	04/27/73	04/27/03	Rivets, nails, staples for industrial use - Class 6.
Sweden	KLIK	153,795	01/02/76	01/02/2006	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), locksmiths' work; metallic pipes and tubes; safes and cash boxes; steel balls, horseshoes; nails and screws; other goods in non-precious metals not included in other classes; ores - Class 6. Riveting machines, and electric appliances for rivet-setting and fastening - Class 7. Hand tools for riveting and rivet-setting; nailing, stapling and fastening tools - Class 8.
Sweden	KLIK-FAST	156,484	08/13/76	08/13/06	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), locksmiths' work; metallic pipes and tubes; safes and cash boxes; steel balls, horseshoes; nails and screws; other goods in non-precious metals not included in other classes; ores - Class 6. Riveting machines, and electric appliances for rivet-setting and fastening - Class 7. Hand tools for riveting and rivet-setting; nailing, stapling and fastening tools - Class 8.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
Switzerland	KLIK	271,965	07/02/74	07/02/04	Rivets, nails, staples, industrial fasteners and fastening devices; machines and appliances for rivet setting and fastening; hand tools for riveting and rivet setting; nailing, stapling and fastening tools - Classes 6, 7, and 8.
Switzerland	MARSON KLIK-FAST	279,287	11/06/75	11/06/2005	Rivets, nails, staples, clamps, clips; industrial fasteners and fastening devices; riveting machines; machines; appliances and apparatus for rivet-setting and for fastening; hand tools for riveting and rivet setting; nailing, stapling, clamping and fastening tools and instruments - Classes 6, 7, and 8.
Venezuela	KLIK	70,364	09/13/72	09/13/02	Cutlery, non-electrical machines and accessories, tools, and special rivet setting tools, nailing machines, stapling machines and industrial fastening machines - Class 23.
Venezuela	KLIK	70,365-F	09/13/72	09/13/02	Hardware and iron tubes, special rivets, staples and industrial fasteners - Class 13.

MARSON CREATIVE FASTENER, INC. - TRADEMARKS

Country	Mark	Reg. No.	Reg. Date	Expires	Goods/Services/Class
U.S.	REGISTRATIONS				
U.S.	MARSON	691,018	02/16/60	02/16/90	Automotive accessories--namely, non-metallic plastic filler for automobile repairs - Int. Class 12.
U.S.	KLIK FAST	757,591	10/01/63	10/01/93	Rivets - Int. Class 6.
U.S.	RIVET-ALL	798,389	11/02/65	11/02/95	Rivets - Int. Class 6. Riveting equipment--namely, riveting guns - Int. Class 7.
U.S.	MARSON MISER	907,506	02/09/71	02/09/91	Dispensers for fluid automobile body repair materials - Int. Class 7.
U.S.	MR. FIX	994,976	10/08/74	10/08/94	Rivets - Int. Class 6. Rivet setting tools - Int. Class 8.
U.S.	BRUTE	1,095,751	04/29/77	07/11/98	Non-power operated fastener setting tools - Int. Class 8.
U.S.	KLIK-SPLIT	1,117,111	05/01/79	05/01/99	Rivets - Int. Class 6.
U.S.	KLIK	1,156,141	06/02/81	06/01/91	Hand-actuated mechanical riveters - Int. Class 8.
U.S.	THREAD-SERT	1,197,699	06/15/82	06/15/92	Fasteners, namely, blind threaded inserts - Int. Class 6.
U.S.	PIP-2	1,197,729	06/15/82	06/15/92	Riveters - Int. Class 8.
U.S.	PICK-A-PACK	1,202,058	07/20/82	07/20/92	Racks for displaying fasteners and hand tools in retail establishments - Int. Class 20.
U.S.	THE NUTTER	1,234,328	04/12/83	04/12/93	Hand tool for setting blind fasteners - Int. Class 8.
U.S.	RIVET NUTTER	1,240,903	06/07/83	06/07/93	Hand tool for securing blind fasteners - Int. Class 8.
U.S.	KLIKER	1,259,195	11/29/83	11/29/93	Rivet setting tools - Int. Class 8.
U.S.	KLIK	1,304,693	11/13/84	11/13/94	Rivet nuts, poly nuts and rivet bolts - Int. Class 6.

MAISON CREATIVE FASTENER, INC. - TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Expires</u>	<u>Goods/Services/Class</u>
U.S.	BIG DADDY	1,325,474	03/19/85	03/19/95	Hand riveters - Int. Class 8.

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SCHEDULE B
to
Trademark Security Agreement

1. Trademark License Agreement dated November 1, 1994 by and between Marson Corporation ("Licensor") and Invention Consulting & Marketing, Inc. ("Licensee").
2. Trademark License Agreement dated January 14, 1997 by and between Marson Corporation ("Licensor") and Bondo/Mar-Hyde Corporation ("Licensee") as successor entity to Dynatron/Bondo Corporation.
3. Supply Agreement dated January 14, 1997 by and between Marson Corporation and Bondo/Mar-Hyde Corporation. *Includes limited license to Bondo/Mar-Hyde to use Marson name.*
4. Supply Agreement dated September 20, 1996 by and between Marson Corporation and Framar Distributors Corp. *Includes limited license to Framar to use Marson name.*