

12-11-1998



100915275

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

Effective Date
Month Day Year

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Kaynar Technologies Inc.

072798

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation, for itself and as Agent

DBA/AK/A/T/A _____

Composed of _____

Address (line 1) 260 Longridge Road

Address (line 2) _____

Address (line 3) Stamford

Connecticut

06927

City

State/Country

Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

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

Citizenship/State of Incorporation/Organization New York

12/10/1998 JSHADAZZ 00000153 75475689

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
550.00 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: 1825 FRAME: 0055

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

Correspondent Name and Address

Area Code and Telephone Number 213-896-6000

Name

Edward D. Eddy, III

Address (line 1)

Sidley & Austin

Address (line 2)

555 W. Fifth St., 40th Floor

Address (line 3)

Los Angeles, California 90013

Address (line 4)

[Empty text box]

Pages

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

#

9

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)

<u>75475689</u>	<u>75475917</u>	<u>75475918</u>
<u>75476336</u>	<u>75476337</u>	<u>75476343</u>
<u>75476342</u>	<u>75483810</u>	<u>75446303</u>

<u>1239961</u>	<u>760506</u>	<u>627237</u>
<u>1085283</u>	<u>1370870</u>	<u>828433</u>
<u>961253</u>	<u>828107</u>	<u>1889603</u>

Number of Properties

Enter the total number of properties involved.

#

Twenty-two (22)

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

590

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:

#

[Empty text box]

Authorization to charge additional fees:

Yes



No

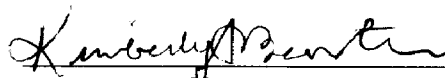


Statement and Signature

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.

Kim Bernstein

Name of Person Signing



Signature

November 12, 1998

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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601215	1985104	900797
1274778	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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**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 and Supplemental Trademark Security Agreement Schedules. Schedules A and B to the Trademark Security Agreement, and Schedules A and B to the Supplemental Trademark Security Agreement, are hereby supplemented by Schedule A attached hereto as Annex I.
4. [Intentionally Deleted]
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) 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) 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, (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 (v) 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: David A. Weiss
Name: David A. Weiss
Title: Chief Executive Officer

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: PCR
Name: Peter C. Keeney
Title: Authorized Signatory

AGENT:

GENERAL ELECTRIC CAPITAL CORPORATION,
a New York corporation

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

**Schedule A
U.S. Trademarks**

1. Title: K Design
Registration No.: 1,239,961
Date: 05/31/83
Reference No.: KAY 786
2. Title: K-FAST
Registration No.: 1,085,283
Date: 02/14/78
Reference No.: KAY 680
3. Title: K-LOBE
Registration No.: 961,253
Date: 06/19/73
Reference No.: KAY 647
4. Title: KAYBOLT
Registration No.: 760,506
Date: 11/26/63
Reference No.: KAY 322
5. Title: KAYLUBE
Registration No.: 627,237
Date: 05/22/76
Reference No.: KAY 308
6. Title: KAYNAR
Registration No.: 1,370,870
Date: 11/19/85
Reference No.: KAY 826
7. Title: PERMA-THREAD
Registration No.: 828,433
Date: 05/09/67
Reference No.: KAY 343
8. Title: PITCH-LOK
Registration No.: 828,107
Date: 05/02/67
Reference No.: KAY 342
9. Title: KEYSERT
Registration No.: 1,889,603
Date: 04/18/95
Reference No.: 012

10. Title: KELOX
Registration No.: 601,215
Date: 01/25/55
Reference No.: 012
11. Title: K-LOX
Registration No.: 1,985,104
Serial No.: 605,580
Date: 07/09/96
Reference No.: 003
12. Title: Logo "M"
Serial No.: 75/475,689
Date: 04/28/98
Reference No.: 010
13. Title: Logo "APS"
Serial No.: 75/475,917
Date: 04/28/98
Reference No.: 011
14. Title: Logo "K"
Serial No.: 75/475,918
Date: 04/28/98
Reference No.: 011
15. Title: Logo "K"
Serial No.: 75/476,336
Date: 04/28/98
Reference No.: 011
16. Title: Logo "K"
Serial No.: 75/476,337
Date: 04/28/98
Reference No.: 011
17. Title: Logo "K"
Serial No.: 75/476,343
Date: 04/28/98
Reference No.: 011
18. Title: Logo "Kaynar.com"
Serial No.: 75/476,342
Date: 04/28/98
Reference No.: 011

19. Title: KTI Plus Logo
Serial No.: 75/483,810
Date: 05/12/98
Reference No.: 007
20. Title: Logo "MI"
Serial No.: 75/446,303
Date: 06/09/98
Reference No.: 011
21. Title: FASTEN-ATOR
Registration No.: 900,797
Date: 10/13/70
Reference No.: 645
22. Title: SPIRASERT
Registration No.: 1,274,778
Date: 04/24/84
Reference No.: 792
- Title: "RING-LOX"
Reference No.: 009