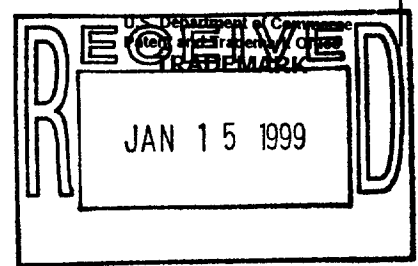


01-20-1999



100946085



MW
1-15-99

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07301998

Name

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/AKATA

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 Assignment.)

01/20/1999 DNGUYEN 00000004 75235564

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 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: 1841 FRAME: 0319

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" value="75235564"/>	<input type="text" value="75172738"/>	<input type="text" value="75085618"/>	<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"/>
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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.)

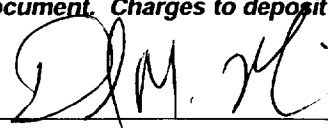
Deposit Account Number: #

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.

David M. Klein
Name of Person Signing


Signature

1/11/99
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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
07301998

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)

Individual General Partnership Limited Partnership Corporation Association

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.)

Other

Citizenship/State of Incorporation/Organization

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)

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 30, 1998, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Citicorp USA, Inc ("*Citicorp*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Handy & Harman, a New York corporation, and certain other Borrowers have entered into a Credit Agreement dated as of July 30, 1998 (as may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined), with the Lender Parties party thereto and Citicorp, as Collateral Agent and as Administrative Agent.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement each Grantor shall have executed that certain Security Agreement by and among the Grantors and the Collateral Agent dated as of July 30, 1998 (as may be amended, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in certain intellectual property of Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on *Exhibit A* hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on *Exhibit B* hereto (the "*Trademarks*");

(iii) The copyrights, associated United States and foreign copyright applications and registrations, and copyright licenses set forth on *Exhibit C* hereto (the "*Copyrights*");

(iv) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(v) any and all proceeds of the foregoing.

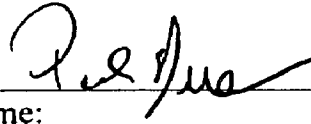
SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HANDY & HARMAN

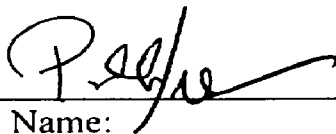
By 
Name:
Title:

555 Theodore Fremd Avenue
Rye, NY 10580

NY\DOCS03\388639

TRADEMARK
REEL: 1841 FRAME: 0324

OLYMPIC MANUFACTURING GROUP,
INC.

By 
Name:
Title:

153 Bowles Road
Agawam, MA 01001

HANDY & HARMAN IP DUE DILIGENCE:

NUMBER	APP ?	OTHER NO	REG DT	APP DT	OTHER DT	CTY	MARK	ASSIGNEE	SOURCE S=schedule D=Dialog	DIALOG CODE	COMMENT
9656718				04/26/96	11/18/96	Australia		Handy & Harman	D		
63500157		86502979		05/15/86	01/21/88	Japan			D		
95110046		95518583		01/05/95		Japan			D		
75/284308	Y			04/30/97		U.S.	HANDY & HARMAN	Handy & Harman	D		
08/627542	Y			04/04/96		US			S		
75/059054	Y			02/16/96		US	TIMBERLOK	Olympic Manufacturing Group	SD		opposed
75/414915	Y			01/07/98		US	QUALITAG	Olympic Manufacturing Group	SD		ITU
75/172738	Y			09/27/96		U.S.	KNITCOTE	Handy & Harman	D		ITU
75/235564	Y			01/31/97		US	OMG	Olympic Manufacturing Group	SD		ITU
75/479519	Y			05/05/98		U.S.	SCOPE	Continental Industries	D		
	Y			12/03/93		US		Olympic Manufacturing Group	S		
	Y			03/05/96		US		Olympic Manufacturing Group	S		
75/085618	Y	04/09/96				US	LUBRITIN	Handy & Harman	SD		ITU
08/843808	Y			04/17/97		US		Olympic Manufacturing Group	S		

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REEL: 1841 FRAME: 0326

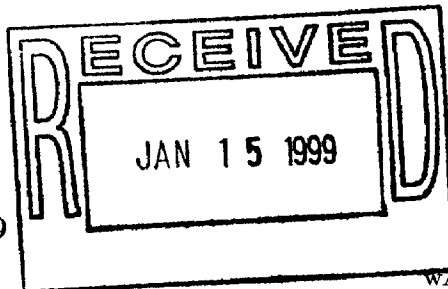
SHEARMAN & STERLING

FAX: 212-848-7179
TELEX: 667290 WUI

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
BEIJING
DÜSSELDORF
FRANKFURT
HONG KONG
LONDON
MENLO PARK
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:
212-848-4882



January 11, 1999

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Recordation of Trademark Security Agreement
in favor of Citicorp USA, Inc.
Our Ref: 48/274

Sir:

Enclosed for recording is a Trademark Security Agreement in favor of Citicorp USA, Inc. Also enclosed is our check for \$90.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

Please return the recorded Security Agreement to the undersigned.

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231, on January 11, 1999

A handwritten signature in dark ink, appearing to read "D.M.K.", written over a horizontal line.

Respectfully submitted,

By: _____

A handwritten signature in dark ink, appearing to read "D.M.K.", written over a horizontal line.

David M. Klein, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

Enclosure

NYDOCS04/231976

RECORDED: 01/15/1999

TRADEMARK
REEL: 1841 FRAME: 0327