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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 Effective Date
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/A/T/A

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.)

03/04/1999 JSHADAZZ 00000179 2008645

FOR OFFICE USE ONLY

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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 TRADEMARK

REEL: 1864 FRAME: 0701

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" value="2008645"/>	<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"/>	<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.

Linda R. Kastner

Name of Person Signing

Linda R. Kastner

Signature

3/2/99

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement") is made and entered into as of January 29, 1999, by FPM PLATING, L.L.C., a Delaware limited liability company (the "Grantor"), in favor of PARIBAS, CHICAGO BRANCH ("Secured Party"), for itself and as Agent for the financial institutions (the "Lenders") which are or may hereafter become parties to the Credit Agreement (as defined below) and the Issuing Bank (as defined in the Credit Agreement).

WITNESSETH:

WHEREAS, FPM, L.L.C. ("Borrower"), the Lenders and the Secured Party have entered into that certain Credit Agreement dated as of January 7, 1998 (as the same has been and may hereafter be amended, restate, supplemented or otherwise modified from time to time, the "Credit Agreement;" capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement), providing for the extension of credit by the Lenders to the Borrower;

WHEREAS, Grantor and Secured Party are parties to that certain Guarantee (as amended or otherwise modified from time to time, the "Guarantee") of even date herewith;

WHEREAS, the Secured Party and the Lenders have required pursuant to Section 7.18 of the Credit Agreement and to secure Grantor's obligations under the Guarantee, that the Grantor enter into this Trademark Security Agreement and grant to the Secured Party a security interest in and to the Trademark Collateral (as defined herein).

AGREEMENT

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to extend and to continue extending credit under the Credit Agreement, the Grantor hereby agrees with the Secured Party for its benefit and the benefit of the Lenders as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party, on behalf of itself, the Issuing Bank and the Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its trademarks, service marks and the trademark licenses to which it is a party including without limitation those referred to on Schedule I hereto (collectively, the "Trademarks");

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party, on behalf of itself, the Issuing Bank and Lenders, pursuant to the Security Agreement, dated as of January 24, 1999, between the Grantor and the Secured Party, as the same has been or may be amended or otherwise modified from time to time (the "Security Agreement"). The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

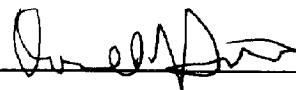
FPM PLATING, L.L.C.,
a Delaware limited liability company

By: FPM, L.L.C., its Managing Member

By: FPM Investors, L.L.C.,
its Managing Member

By: EGI-FPM, L.L.C.,
its Managing Member

By: GAMI Investments, Inc.,
its Managing Member

By: 
Title: Vice President

By its acceptance hereof, as of January __, 1999, the . agrees to be bound by the provisions hereof.

PARIBAS, CHICAGO BRANCH, as Secured Party

By: _____
Title: _____

By: _____
Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FPM PLATING, L.L.C.,
a Delaware limited liability company

By: FPM, L.L.C., its Managing Member

By: FPM Investors, L.L.C.,
its Managing Member


By: EGI-FPM, L.L.C.,
its Managing Member

By: GAMI Investments, Inc.,
its Managing Member

By: _____
Title: _____

By its acceptance hereof, as of January 19, 1999, the Secured Party agrees to be bound by the provisions hereof.

PARIBAS, CHICAGO BRANCH, as Secured Party

By: 
Title: STEVEN HEINEN
DIRECTOR

By: 
Title: FRANCOIS DELANGLE
VICE PRESIDENT

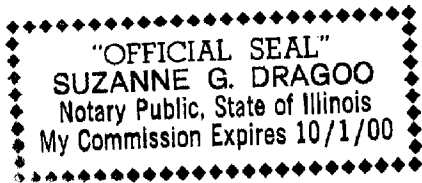
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 29TH day of JANUARY, 1999 before me personally appeared DONALD J. LIEBENTRITT, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GAMI INVESTMENTS, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Suzanne G. Dragoo
Notary Public

{seal}



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Service Mark Registrations

<u>Registration No.</u>	<u>Title</u>	<u>Registration Date</u>
2,008,645	DB Metal Finishing Corporation	10/15/96