

03-12-1999



3-3-99

REC-100984146-ET

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

Conveying Party

Mark if additional names of conveying parties attached

Name ALABAMA METAL INDUSTRIES CORPORATION

Execution Date
Month Day Year
02 01 99

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 BANKBOSTON, N.A.

DBA/AK/A _____

Composed of _____

Address (line 1) 100 FEDERAL STREET

Address (line 2) _____

Address (line 3) BOSTON

City

MA

State/Country

02110

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other A NATIONAL BANKING ASSOCIATION
- 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.)

03/10/1999 JSHBAZZ 00000131 75330898

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 0P
25.00 0P

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1865 FRAME: 0900

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)

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.

DANA KULL, ESQ.

3/2/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT

(Trademarks)

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

WHEREAS, Alabama Metal Industries Corporation, a Delaware corporation (the "Assignor"), has adopted, used and is using marks which are registered in the United States Patent and Trademark Office as set forth on **Schedule A** (the "Trademarks");

WHEREAS, the Assignor is the sole owner of the entire right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Trademarks and the registrations thereof;

WHEREAS, the Assignor has entered into an Amended and Restated Loan and Security Agreement dated as of December 31, 1998 (the same as it may be further amended, restated, modified or supplemented from time to time, the "Loan Agreement"), by and among the Assignor, the financial institutions party thereto from time to time (the "Lenders") and BankBoston, N.A., as agent for the Lenders (the "Agent"), pursuant to which the Lenders have, on or about the date hereof, made or agreed to make certain loans to the Assignor and may, from time to time hereafter, make additional loans to the Assignor; and

WHEREAS, pursuant to the Loan Agreement the Assignor has agreed to assign to the Agent, on behalf of the Lenders, and to grant to the Agent, on behalf of the Lenders, a continuing security interest in, and a continuing lien on, all of the Assignor's right, title and interest in and to the following (collectively, the "Trademark Collateral"),

- (a) the Trademarks and any other trademarks (including service marks), trade names and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the trademarks,
- (b) the licenses of the foregoing, whether as licensee or licensor,
- (c) renewals thereof,
- (d) income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof,

(e) rights to sue for past, present and future infringements thereof, including the right to settle suits involving claims and demands for royalties owing, and

(f) all rights corresponding to any of the foregoing throughout the world,

to secure the payment and performance of the Secured Obligations (as defined in the Loan Agreement);

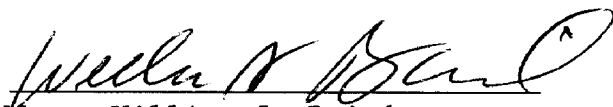
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign to the Agent, on behalf of the Lenders, and grants to the Agent, on behalf of the Lenders, a continuing security interest in and a continuing lien on, the Trademark Collateral as security for the payment and performance of the Secured Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the assignment of and security interest in and lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed by its authorized officer or agent as of February 1, 1999.

ALABAMA METAL INDUSTRIES
CORPORATION

[Corporate Seal]

By: 
Name: William S. Baird
Title: President

Attest:

By: 
Name: Bob Campbell
Title: Vice President of Finance

STATE OF GEORGIA)
COUNTY OF FULTON) ss.:

This 1st day of February, 1999, personally came before me, a Notary Public in and for said County and State, Bob Campbell who, being by me duly sworn, says that ~~she~~ he is the Vice President of Finance of Alabama Metal Industries Corporation, that the foregoing instrument was signed by WILLIAMS BAIRD on behalf of said entity by his/~~her~~ authority duly given, and that ~~she~~ he acknowledged said instrument in writing to be the act and deed of said entity.

Witness my hand and official seal.

Notary Public:

Tanya R Durant
Name: Tanya R Durant
(Print or type)

My commission expires:

MY COMMISSION EXPIRES MAY 21, 2001

[NOTARIAL SEAL]

Schedule A

Trademarks

<u>Trademark</u>	<u>Registration/Serial No.</u>	<u>Registration/Filing Date</u>
DIAMOND GRIP	2,189,215	9/15/98
SAFETY GRIP	75/330,898	7/25/97