

3/20/99
MRD
GDU

Patents
 Trademarks

04-02-1999



101004000

Trademarks:
or copy thereof.

1. Name of Party(ies) conveying:
MGF Industries, LLC
6440 East Canning Street
Los Angeles, California 90040

Address of Party(ies) receiving an interest:
Name: Fleet Capital Corporation
Internal Address: Attention: Loan Administration Manager
Street Address: 15260 Ventura Boulevard, Suite 400
City: Sherman Oaks
State: California Zip: 91403

Entity:
 Individual(s)
 General Partnership
 Corporation-State:
 Other Delaware Limited Liability Company

Entity:
 Individual(s)
 General Partnership
 Corporation-State: Rhode Island
 Other
Citizenship

If not domiciled in the United States, a domestic representative designation is attached:
 Yes
 No

3. Interest Conveyed:
 Assignment
 Security Agreement
 Other
Execution Date: As of February 26, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached: Yes No
75/395,771; 75/403,315; 75/396,040

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Reserve Corp.
Internal Address: Suite 101
Street Address: 400 Seventh St NW
City: Washington
State: DC Zip: 20004

6. Number of applications, patents, or registrations involved:
3

7. Amount of fee enclosed or authorized to be charged:
\$90.00 Filing Fee

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

03/31/1999 JSHABAZZ 00000079 75395771
01 FC:481 40.00 DP
02 FC:482 50.00 DP

DO NOT USE THIS SPACE

9. Date of execution of attached document As of February 26, 1999
10. 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 documents.

March 26, 1999
Date

Wesley E. Odom
Name of Person Signing 7

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
MGF INDUSTRIES, INC.	Mexico	09/29/98	588327
CKE Metal Technologies, Inc.	N/A	Unregistered	Unregistered
Rockford Wire Technologies Corp.	N/A	Unregistered	Unregistered

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application Date</u>	<u>Application No.</u>
Logo (Swirl Design)	United States- Federal	11/25/97	75/395,771
MGF INDUSTRIES, INC. and Design	United States- Federal	12/10/97	75/403,315
MGF INDUSTRIES, INC.	United States- Federal	11/25/97	75/396,040
MGF INDUSTRIES, INC.	Canada	05/11/98	877,892

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of February 26, 1999, is executed by MGF Industries, LLC, a Delaware limited liability company ("Borrower"), in favor of Fleet Capital Corporation ("Agent"), for itself and as agent for certain lenders ("Lenders").

A. Pursuant to a Loan and Security Agreement dated as of the date hereof ("Loan Agreement") among Borrower, Lenders and Agent, Agent and Lenders have agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Agent; and

D. Pursuant to the Security Agreement, Borrower has granted to Agent a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Agent's address is:

Fleet Capital Corporation
15260 Ventura Boulevard
Suite 400
Sherman Oaks, California 91403
Attn: Loan Administration Manager
Telecopier No.: (818) 382-4291

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

MGF INDUSTRIES, LLC

By: 
William Hillpot, President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On FEB 26, 1999, before me, WILLIAM NICHOLS
(Name and Title of Officer)

personally appeared W.H. HILLPOT

- 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

William R. Nichols
Signature Of Notary

Notarial Seal
William R. Nichols, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 15, 2002

Member, Pennsylvania Association of Notaries

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above