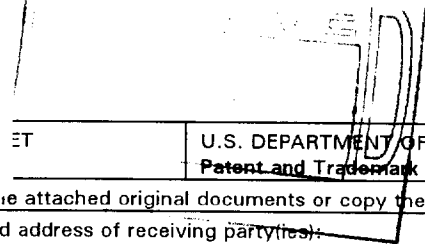


04-16-1999



Form PTO-1594
1-31-92

4/9/99

101012854

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks are attached original documents or copy thereof.

1. Name of conveying party(ies):
Brimfield Precision, LLC
General Partnership - Individuals
Corporation - Limited Partnership
Other Limited Liability Company - Delaware
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Deutsche Bank AG, New York Branch
Internal Address:
Street Address: 31 West 52nd Street
City: New York State: New York ZIP:10019
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership Corporation
 Other Collateral Agent
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
 Security Agreement Change of Name
Release
Execution Date: 3/29/99

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional numbers attached? Yes No

Trademark Registration No.(s)\
1,303,505

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: White & Case LLP
Street Address: 1155 Avenue of the Americas
City: New York State: NY ZIP: 10036
Client/matter 1111779-0906 Gregg Josephson

6. Total number of applications and registration involved: 1
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed (enclosed with original submission)
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
-Meredith Schorr
Name of Person Signing: Meredith Schorr
Signature: [Handwritten Signature]
Date: 4/8/99
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

04/16/1999 DMGUYEN 00000084 1303505

01 FC:481

40.00 DP

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

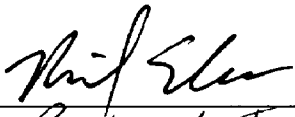
FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, BRIMFIELD PRECISION, LLC, a Delaware limited liability company (the "Assignor") with principal offices at Two Carlson Center, Plymouth, Minnesota 55447, hereby assigns and grants to DEUTSCHE BANK AG, NEW YORK BRANCH, as Collateral Agent, with principal offices at 31 West 52nd Street, New York, New York 10019 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March 29, 1999 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 29 day of March, 1999.

BRIMFIELD PRECISION, LLC,
as Assignor

By 
Name: Richard J. EFFRESS
Title: CHAIRMAN

DEUTSCHE BANK AG, NEW YORK BRANCH,

as Collateral Agent and Assignee

By 

Name:

Title:

IRA LUBINSKY
VICE PRESIDENT

By 

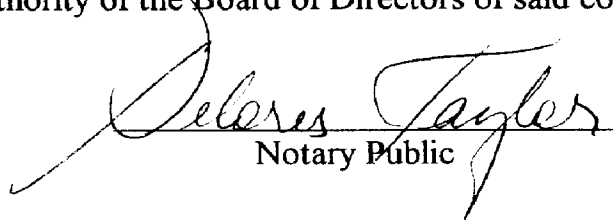
Name:

Title:

Robert Wood
Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

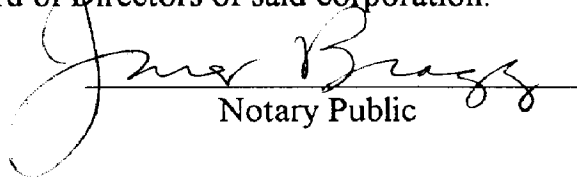
On this 29th day of March, 1999, before me personally came Richard J. Effress who, being duly sworn, did depose and say that he/she is Chairman of Brimfield Precision, LLC, that he/she is authorized to execute the foregoing Assignment of Security Interest on behalf of said corporation and that he/she did so by authority of the Board of Directors of said corporation.


Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01TA6010553
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 20, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

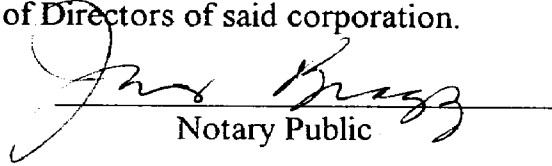
On this 29 day of March, 1999, before me personally came Ira Lubinsky who, being by me duly sworn, did state as follows: that he is Vice President of Deutsche Bank AG, New York Branch that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JAMES BRAGG
Notary Public, State of New York
No. 0127105410
City of New York
City of New York

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29 day of March, 1999, before me personally came Robert Wood who, being by me duly sworn, did state as follows: that he is Director of Deutsche Bank AG, New York Branch that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

JAMES J. BRAGG
Notary Public, State of New York
No. 018766329
Qualified to Notarize in the County of
Commission Expires April 1, 2001

TRADEMARKS

Trademark

Registration Number

Registration Date

Brimfield

1,303,505

November 6, 1984