

05-03-1999



101024998

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
- ☐ Change of Name
- ☐ Other

Effective Date
Month Day Year
4/23/99

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
4/23/99

Name Johnson & Hoffman Manufacturing Corporation

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization New York

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Antares Capital Corporation

DBA/AKATA

Composed of

Address (line 1) 311 S. Wacker Drive

Address (line 2)

Address (line 3) Chicago

City

IL

State/Country

60606

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other

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.)

☐ Citizenship/State of Incorporation/Organization Delaware

05/04/1999 DCARTES 00000027-784319

FOR OFFICE USE ONLY

40.00 OP
25.00 OP

01 FC:481
02 FC:482

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** 20231

REEL: 1890 FRAME: 0278

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="784319"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="784322"/>	<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.

Elizabeth J. Burns

Name of Person Signing

Elizabeth J. Burns
Signature

4/26/99

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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)

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 the Assignment.)

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)

TRADEMARK SECURITY AGREEMENT

WHEREAS, JOHNSON & HOFFMAN MANUFACTURING CORPORATION, a New York corporation ("Grantor") owns the registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto;

WHEREAS, AMERICAN ENGINEERED COMPONENTS INC., a Delaware corporation ("Borrower"), has entered into a Credit Agreement dated as of April 23, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with ANTARES CAPITAL CORPORATION, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders;

WHEREAS, pursuant to the terms of a Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by Grantor in favor of Agent and the Lenders, Grantor has guaranteed the "Obligations" (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 23, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired "Trademarks" (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, Grantor does hereby grant to Agent, for the benefit of Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and


(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license; but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders 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.

[remainder of page intentionally blank]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 23 day of April, 1999.

JOHNSON & HOFFMAN MANUFACTURING CORPORATION,
a New York corporation

By: 
Name: LAWRENCE W. SCHWORER
Title: CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

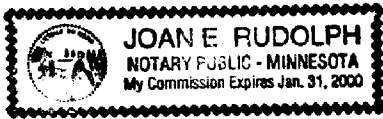
By: 
Name: DAVID K. SWANSON
Title: DIRECTOR

M1:489812.01

ACKNOWLEDGMENT

STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

On the 23 day of April, 1999, before me personally appeared Lawrence W. Schwaeri, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is CEO of Johnson & Hoffman Manufacturing Corporation, a New York corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Joan E. Rudolph
Notary Public

My commission expires:

1/31/2000

**Schedule 1
to Trademark Security Agreement**

<u>Mark</u>	<u>Status</u>	<u>Registration Number</u>
THERMO-FLAG (U.S.)	Active	®784319
THERMO-VANE (U.S.)	Active	®784322

Trademark Licenses

Non-exclusive License Agreements between Grantor, Transmatic Mfg. Co. and Lubbers Associates dated December 23, 1997 (one agreement for each of the Grantor's Carle Place, New York and Lancaster, Pennsylvania locations).

LATHAM & WATKINS

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NEW JERSEY OFFICE

ONE NEWARK CENTER, 16TH FLOOR
NEWARK, NEW JERSEY 07101-3174
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FAX (973) 639-7298

NEW YORK OFFICE

885 THIRD AVENUE, SUITE 1000
NEW YORK, NEW YORK 10022-4802
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ATTORNEYS AT LAW

SEARS TOWER, SUITE 5800

CHICAGO, ILLINOIS 60606

TELEPHONE (312) 876-7700

FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE

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WASHINGTON, D.C. OFFICE

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WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO. 025596-0011

April 29, 1999

VIA HAND DELIVERY

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

Re: Antares/Johnson & Hoffman Manufacturing Corporation
Our Matter Number: 025596-0011

Dear Sir:

I enclose for processing the requisite trademark and patent cover sheets with attached Agreements and the appropriate filing fee of \$65.00. Please cause this security agreement to be recorded and forward to the undersigned the acknowledgment of the same. If you have any questions regarding the enclosed, please feel free to contact me collect at 312/876-7629.

Thank you for your assistance in this matter.

Very truly yours,

Elizabeth J. Burns

Elizabeth J. Burns,
Paralegal

EJB/mm
Enclosures

CH_DOCS\160645.1

RECORDED: 05/03/1999

TRADEMARK
REEL: 1890 FRAME: 0286