



101146415

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Pacific Precision Metals, Inc.

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Street Address : 500 West Monroe

City: Chicago State: IL Zip: 60661

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

August 31, 1999

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s) See the attached

B. Trademark Registration See the attached

Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Internal Address:

Street Address:

City: Stat ZIP

6. Total number of applications and registrations

4

7. Total fee (37 CFR 3.41) \$

165.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/16/1999 MTHA11 00000075 1781471

DO NOT USE THIS SPACE

FC:481 40.00 OP FC:482 125.00 OP

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.

Rebecca L. Foley Name of Person

Signature of Rebecca L. Foley

9/03/99 Date

Total number of pages including cover sheet, attachments, and

7

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

Schedule 1 to Trademark Security Agreement

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
MEDCAB	1,781,471	7/13/93
MULTI CRUSH (Stylized)	1,801,396	10/26/93
design only	1,815,692	1/11/94
EASY CRUSH! and design	1,658,028	9/24/91
THE CRUSHER! and design	1,626,708	12/11/90
CRUSH & STORE*	1,834,336	5/3/94

Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>
THE CRUSHER** (plus design)	00058604	European Community

Trademark Licenses

None.

State Trademark Registrations

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Registration Date</u>
The CRUSHER and design	California	91,281	1/9/90

* This trademark is mistakenly registered in the name of Pacific Fabrication, Inc. The correct name of the registration's holder is Pac Fab Fabrication, Inc. ("Pac Fab"). In July 1998, Pac Fab was merged with and into Borrower. Borrower has not yet recorded such merger with the U.S. Patent and Trademark Office or other governmental intellectual property authorities.

** This trademark application was filed under the name of Pac Fab. As noted above, Pac Fab was merged with and into Borrower in July 1998. Borrower has not yet recorded such merger with the relevant governmental intellectual property authorities.

TRADEMARK SECURITY AGREEMENT

WHEREAS, PACIFIC PRECISION METALS, INC., a Delaware corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of August 31, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Grantor by Agent and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 31, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including 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 (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the 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

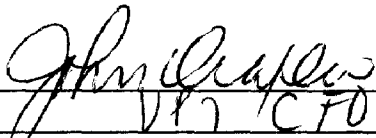
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred 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.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

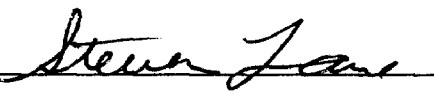
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31st day of August, 1999.

Acknowledged:

PACIFIC PRECISION METALS, INC.,
a Delaware corporation

By: 
Its: VP / CFO
FEIN: _____

HELLER FINANCIAL, INC., as
Agent

By: 
Title: _____ Vice President

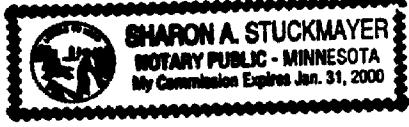
ACKNOWLEDGMENT

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On the 31st day of August, 1999 before me personally appeared John Draxler
Steven Laux,
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 as _____ of
_____, who being by me duly sworn, did depose and say that he
is Vice President of Pacific Precision Metals, Inc.
Vice President of Heiler Financial, Inc., the 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 acknowledged said instrument to be
the free act and deed of said corporation.

Sharon Stuckmayer
Notary Public

{Seal}



My commission expires:
1-31-00

TRADEMARK REGISTRATIONS

MARK

REG. NO.

DATE

TRADEMARK APPLICATIONS

TRADEMARK LICENSES

Name of Agreement

Parties

Date of Agreement

Schedule 1 to Trademark Security Agreement

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
MEDCAB	1,781,471	7/13/93
MULTI CRUSH (Stylized)	1,801,396	10/26/93
design only	1,815,692	1/11/94
EASY CRUSH! and design	1,658,028	9/24/91
THE CRUSHER! and design	1,626,708	12/11/90
CRUSH & STORE*	1,834,336	5/3/94

Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Country</u>
THE CRUSHER** (plus design)	00058604	European Community

Trademark Licenses

None.

State Trademark Registrations

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Registration Date</u>
The CRUSHER and design	California	91,281	1/9/90

* This trademark is mistakenly registered in the name of Pacific Fabrication, Inc. The correct name of the registration's holder is Pac Fab Fabrication, Inc. ("Pac Fab"). In July 1998, Pac Fab was merged with and into Borrower. Borrower has not yet recorded such merger with the U.S. Patent and Trademark Office or other governmental intellectual property authorities.

** This trademark application was filed under the name of Pac Fab. As noted above, Pac Fab was merged with and into Borrower in July 1998. Borrower has not yet recorded such merger with the relevant governmental intellectual property authorities.

M2:20258715.03