

03-08-2000



FORM PTO-1618A
Rev. 09/99
USPTO 09/99

101264915

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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 **1-34-3000**

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

Corrective Document
Reel # **1976** Frame # **0563**

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____

Merger

Change of Name

Other **See Attachment**

Conveying Party Mark if additional names of conveying parties attached

Name **Way Anchorlok International, Inc.** Execution Date
Month Day Year **07 30 1999**

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 **Bank One, Michigan**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **611 Woodward Avenue**

Address (line 2) _____

Address (line 3) **Detroit** **Michigan** **48226-7789**
City State 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 Assignment.)

FOR OFFICE USE ONLY

*Charge 115.00
No Spec Fee*

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 (2001-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0991-0027, Patent and Trademark Assignments/Proxies. 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, Washington, D.C. 20231

TRADEMARK
REEL: 002000 FRAME: 0502

Security Agreement document previously recorded at Reel 1976 Frame 563
contains errors in property numbers 1,418,543, 1,639,867, 2,219,890 and 1,183,458.
Document re-recorded to correct error on stated reel.

TRADEMARK
REEL: 002000 FRAME: 0603

FORM PTO-1618B
U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

Page 2

U.S. Department of Commerce
Patent and Trademark Office
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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="1,416,543"/>	<input type="text" value="1,183,459"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,639,667"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,219,690"/>	<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.

Laurinda L. Hicks Laurinda L. Hicks January 20, 2000
Name of Person Signing Signature Date Signed

TRADEMARK
REEL: 002000 FRAME: 0504

**PLEDGE AND SECURITY AGREEMENT
[Guarantor]**

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of July 30, 1999 by and between Neway Anchorlok International, Inc., a Delaware corporation (the "Guarantor"), and Bank One, Michigan, in its capacity as agent (the "Agent") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Holland Group, Inc. (the "Borrower"), the Agent and the Lenders are entering into a Credit Agreement dated as of July 30, 1999 (as it may be amended or modified from time to time, the "Credit Agreement"). The Guarantor is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, the Guarantor and the Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC as in effect on the date hereof.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" means all rights to payment for goods sold or leased or services rendered by the Guarantor, whether or not earned by performance, together with all security interests or other security held by or granted to the Guarantor to secure such rights to payment and all other assets falling within the definition of "Account", as that term is defined the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" means any writing or group of writings which evidences both a monetary obligation and a security interest in or a lease of specific goods and all other assets falling within the definition of "Chattel Paper", as that term is defined in the UCC.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Pledged Deposits, Stock Rights and Other

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REEL: 002000 FRAME: 0505**

Collateral, wherever located, in which the Guarantor now has or hereafter acquires any right or interest, and the proceeds, insurance proceeds and products thereof, together with all books and records, customer lists, credit files,

"Control" shall have the meaning set forth in Article 8 of the UCC as in effect from time to time.

"Default" means an event described in Section 5.1.

"Documents" means all documents of title and goods evidenced thereby, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers and all other assets falling within the definition of "Document", as that term is defined in the UCC.

"Equipment" means all equipment, machinery, furniture and goods used or usable by the Guarantor in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures and all other assets falling within the definition of "Equipment", as that term is defined in the UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" means all crops and livestock in being and in gestation, all supplies used or produced by the Guarantor in farming operations and all products of any of the foregoing whether or not such products are in their manufactured states and all other assets falling within the definition of "Farm Products", as that term is defined in the UCC.

"Fixtures" means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures and all other assets falling within the definition of "Fixtures", as that term is defined in the UCC.

"General Intangibles" means all intangible personal property (other than Accounts) including, without limitation, all contract rights, rights to receive payments of money, choses in action, causes of action, judgments, tax refunds and tax refund claims, patents, trademarks, trade names, copyrights, licenses, franchises, computer programs, software, goodwill, customer and supplier contracts, interests in general or limited partnerships, joint ventures or limited liability companies, reversionary interests in pension and profit sharing plans and reversionary, beneficial and residual interests in trusts, leasehold interests in real or personal property, rights to receive rentals of real or personal property and guarantee and indemnity claims and all other assets falling within the definition of "General Intangibles", as that term is defined in the UCC, except those items excluded from the description of "Collateral" in the Credit Agreement.

"Investment Property" means a security, whether certificated or uncertificated; a security entitlement; a securities account; or a financial asset (all as defined in the UCC).

"Instruments" means all negotiable instruments (as defined in the UCC), certificated and uncertificated securities and any replacements therefor and Stock Rights related thereto, and other writings which evidence a right to the payment of money and which are not themselves security agreements or leases and are of a type which in the ordinary course of business are transferred by delivery

with any necessary indorsement or assignment, including, without limitation, all checks, drafts, notes, bonds, debentures, government securities, certificates of deposit, letters of credit, preferred and common stocks, options and warrants, except those items excluded from the description of "Collateral" in the Credit Agreement.

"Inventory" means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in the Guarantor's business, including without limitation raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, all such goods that have been returned to or repossessed by or on behalf of the Guarantor, and all such goods released to the Guarantor or to third parties under trust receipts or similar documents and all other assets falling within the definition of "Inventory", as that term is defined in the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Obligations" means any and all (a) indebtedness, liabilities and other obligations of the Borrower or any of its Subsidiaries (including without limitation the Guarantor) now or hereafter owing to the Lenders, the LC Issuer or the Agent under or on account of the Credit Agreement, any letters of credit, notes or other instruments issued to the Lenders, the LC Issuer or the Agent pursuant thereto, the Guaranty or any other Loan Documents, (b) obligations and performance of all covenants of Borrower under any Rate Hedging Agreements with any Lender or Affiliate of any Lender and (c) other Secured Obligations, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect, (including without limitation any participation interest acquired by any Lender in any such indebtedness, obligations or liabilities of the Borrower or any Subsidiary to any other person) absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Borrower as principal, surety, endorser, guarantor, accommodation party or otherwise, due or to become due, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against the Borrower or any Subsidiary under the U.S. Bankruptcy Code, whether or not allowed), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder.

"Other Collateral" means any property of the Guarantor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits and Stock Rights, including, without limitation, all cash on hand and all deposit accounts, escrow accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Guarantor other than real estate.

"Pledged Deposits" means all time deposits of money, whether or not evidenced by certificates, which the Guarantor may from time to time designate as pledged to the Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders and (y) after an acceleration of the obligations under the Credit Agreement, Lenders holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of Aggregate Outstanding Credit Exposure and (ii) the aggregate net early termination payments then due

and unpaid from the Borrower to the Lenders or any of their Affiliates under Rate Hedging Agreements, as determined by the Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Guarantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which the Guarantor now has or hereafter acquires any right, issued by an issuer of such securities.

"UCC" means the Michigan Uniform Commercial Code as in effect from time to time.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

The Guarantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of the Guarantor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

The Guarantor represents and warrants to the Agent and the Lenders that:

3.1. Title, Authorization, Validity and Enforceability. The Guarantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Agent the security interest in such Collateral pursuant hereto. The execution and delivery by the Guarantor of this Security Agreement has been duly authorized by proper proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Guarantor and creates a security interest which is enforceable against the Guarantor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Guarantor in the locations listed on Exhibit "E", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing in such offices, subject only to Liens permitted under Section 4.1.6.

hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Guarantor or the Guarantor's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Guarantor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Agent on behalf of the Lenders).

3.3. Principal Location. The Guarantor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Exhibit "A"; the Guarantor has no other places of business except those set forth in Exhibit "A".

3.4. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by the Guarantor except for locations (i) which are leased by the Guarantor as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory the Guarantor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Agent's and the Lenders' security interest in such Inventory.

3.5. No Other Names. The Guarantor has not conducted business under any name except the name in which it has executed this Security Agreement.

3.6. No Default. No Default or Unmatured Default exists.

3.7. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of the Guarantor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Guarantor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Guarantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.8. Filing Requirements. None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by the Guarantor and described in Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.9. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming the Guarantor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Lenders as the secured party, and (ii) as permitted by Section 4.1.6.

3.10. Federal Employer Identification Number. The Guarantor's Federal employer identification number is 13 - 3807731.

3.11. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Agent. The Guarantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Lenders hereunder. The Guarantor further represents

3.11. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Agent. The Guarantor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "D" as being owned by it, free and clear of any Liens, except for the security interest granted to the Agent for the benefit of the Lenders hereunder. The Guarantor further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, the Guarantor has so informed the Agent so that the Agent may take steps to perfect its security interest therein as a General Intangible.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. The Guarantor will permit the Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Guarantor relating to the Collateral and (iii) to discuss the Collateral and the related records of the Guarantor with, and to be advised as to the same by, the Guarantor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Agent or such Lender may determine, and all at the Guarantor's expense.

4.1.2. Taxes. The Guarantor will pay prior to any penalty being assessed, all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3. Records and Reports: Notification of Default. The Guarantor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Agent shall from time to time request. The Guarantor will give prompt notice in writing to the Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions: Defense of Title. The Guarantor will execute and deliver to the Agent all financing statements and other documents and take such other actions as may from time to time be requested by the Agent in order to maintain a first perfected security interest in and, in the case of Investment Property, Control of, the Collateral. The Guarantor will take any and all actions necessary to defend title to the Collateral against all

persons and to defend the security interest of the Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. The Guarantor will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.13 of the Credit Agreement, (ii) until such time following the occurrence of a Default as the Guarantor receives a notice from the Agent instructing the Guarantor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Guarantor receives a notice from the Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6. Liens. The Guarantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, and (ii) other Liens permitted pursuant to Section 6.15 of the Credit Agreement.

4.1.7. Change in Location or Name. The Guarantor will not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) maintain records relating to the Receivables at a location other than at the location specified on Exhibit "A", (iii) maintain a place of business at a location other than a location specified on Exhibit "A", (iv) change its name or taxpayer identification number or (v) change its mailing address, unless the Guarantor shall have given the Agent not less than 30 days' prior written notice thereof, and the Agent shall have determined that such change will not adversely affect the validity, perfection or priority of the Agent's security interest in the Collateral.

4.1.8. Other Financing Statements. The Guarantor will not sign or authorize the signing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. The Guarantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, the Guarantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, the Guarantor will collect and enforce, at the Guarantor's sole expense, all amounts due or hereafter due to the Guarantor under the Receivables.

4.2.3. Delivery of Invoices. The Guarantor will deliver to the Agent immediately upon its request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of the Guarantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Guarantor will disclose

such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Guarantor relating to such Receivable and in connection with any invoice or report furnished by the Guarantor to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Guarantor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2. Insurance. The Guarantor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Agent as the Agent shall from time to time request, (iii) furnish to the Agent upon the request of the Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Agent, on behalf of the Lenders, as an additional insured.

4.3.3. Titled Vehicles. The Guarantor does not own any material amount of certificated motor vehicles and as of the date hereof the Agent is not filing on certificated motor vehicles, provided that the Agent may at any time request that the Agent be named as a first lien holder on all vehicle title certificates and the Borrower agrees to take such action and execute such documents as reasonably requested by the Agent to accomplish the foregoing.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Guarantor will (i) deliver to the Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments (if any then exist), together with appropriate stock and other transfer powers duly executed in blank, (ii) hold in trust for the Agent upon receipt and immediately thereafter deliver to the Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Agent shall specify, and (iv) upon the Agent's request, deliver to the Agent (and thereafter hold in trust for the Agent upon receipt and immediately deliver to the Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. The Guarantor will permit the Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Agent granted pursuant to this Security Agreement. The Guarantor will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, the Guarantor will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Agent in form and substance satisfactory to the Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. The Guarantor will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. The Guarantor will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, in each case with respect to the Borrower's interests, except to the Guarantor.

4.6.3. Registration of Pledged Securities and other Investment Property. The Guarantor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time following Default or if required for perfection of the Agent's Lien, at the option of the Required Secured Parties.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property: Irrevocable Proxy. The Guarantor will permit the Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture, limited liability company or other entity constituting Collateral and the Stock Rights as if it were the absolute owner thereof. The Guarantor agrees that the proxy granted in this Section 4.6.4. is coupled with an interest and is and shall be both valid and irrevocable so long as the relevant Collateral is subject to this Agreement. The Guarantor further acknowledges that the term of said proxy may exceed three years from the date hereof.

4.7. Pledged Deposits. The Guarantor will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Agent.

4.8. Deposit Accounts. The Guarantor will (i) upon the Agent's request, notify each bank or other financial institution in which it maintains a deposit account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to the Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Agent's request after the occurrence and during the continuance of a Default, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Agent, transferring dominion and control over each such account to the Agent until such time as no Default exists. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9. Federal, State or Municipal Claims. The Guarantor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

ARTICLE V

DEFAULT

5.1. Defaults. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise.

5.1.2. The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.1.3. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the issuer of any such interests shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Agent and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Secured Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and, without limitation of its rights, the Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any of the following:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Agent and the Lenders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable.

5.3. Debtor's Obligations Upon Default. Upon the request of the Agent after the occurrence of a Default, the Guarantor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Agent the Collateral and all records relating thereto at any place or places specified by the Agent.

5.3.2. Secured Party Access. Permit the Agent, by the Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, the Guarantor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, the Guarantor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Guarantor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Guarantor's Inventory directly to any person, including without limitation persons who have previously purchased the Guarantor's Inventory from the Guarantor and in connection with any such sale or other enforcement of the Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to the Guarantor and any Inventory that is covered by any copyright owned by or licensed to the Guarantor and the Agent may finish any work in process and affix any trademark owned by or licensed to the Guarantor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Agent with the concurrence or at the direction of the Lenders required under Section 8.2 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Agent and the Lenders until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Agent after the occurrence of a Default, the Guarantor shall execute and deliver to the Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Agent.

7.2. Collection of Receivables. The Agent may at any time in its sole discretion after the occurrence of a Default, by giving the Guarantor written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Lenders. In such event, the Guarantor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Agent. Upon receipt of any such notice from the Agent, the Guarantor shall thereafter hold in trust for the Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Agent may after the occurrence of a Default require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Agent and held there as security for the Secured Obligations. The Guarantor shall have no control whatsoever over said cash collateral account. If any Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral shall be applied by the Agent to payment of the Secured Obligations in the order required under the Credit Agreement unless a court of competent jurisdiction shall otherwise direct.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral. The Guarantor hereby agrees that the notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made shall be deemed reasonable if sent to the Guarantor, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made.

8.2. Compromises and Collection of Collateral. The Guarantor and the Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, the Guarantor agrees that the Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Agent shall be commercially reasonable so long as the Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Agent may perform or pay any obligation which the Guarantor has agreed to perform or pay in this Security Agreement and the Guarantor shall reimburse the Agent for any amounts paid by the Agent

pursuant to this Section 8.3. The Guarantor's obligation to reimburse the Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. The Guarantor irrevocably authorizes the Agent at any time and from time to time in the sole discretion of the Agent and appoints the Agent as its attorney in fact (i) to execute on behalf of the Guarantor as debtor and to file financing statements necessary or desirable in the Agent's sole discretion to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Agent or the Guarantor, (vi) to apply the proceeds of any Collateral received by the Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and the Guarantor agrees to reimburse the Agent on demand for any payment made or any expense incurred by the Agent in connection therewith, provided that this authorization shall not relieve the Guarantor of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. The Guarantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Agent and the Lenders, that the Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Lenders to seek and obtain specific performance of other obligations of the Guarantor contained in this Security Agreement, that the covenants of the Guarantor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Guarantor.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, the Agent shall be entitled to occupy and use any premises owned or leased by the Guarantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Guarantor for such use and occupancy.

8.7. Dispositions Not Authorized. The Guarantor is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between the Guarantor and the Agent or other conduct of the Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Agent or the Lenders unless such authorization is in writing signed by the Agent with the consent or at the direction of the Required Lenders.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Guarantor, the Agent and the Lenders and their respective successors and assigns, except that the Guarantor shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Agent.

8.9. Survival of Representations. All representations and warranties of the Guarantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Guarantor, together with interest and penalties, if any. The Guarantor shall reimburse the Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Guarantor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Guarantor.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Guarantor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Guarantor and the Agent relating to the Collateral.

8.14. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN.**

8.15. Indemnity. The Guarantor hereby agrees to indemnify the Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Agent or the Lenders or the Guarantor, and any claim for patent, trademark or copyright infringement).

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Article XIII of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Guarantor, the Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X

THE AGENT

Bank One, Michigan has been appointed Agent for the Lenders hereunder pursuant to Article X of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Agent pursuant to the Credit Agreement, and that the Agent has agreed to act (and any successor Agent shall act) as such hereunder only on the express conditions contained in such Article X. Any successor Agent appointed pursuant to Article X of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

IN WITNESS WHEREOF, the Guarantor and the Agent have executed this Security Agreement
as of the date first above written.

NEWAY ANCHORLOK
INTERNATIONAL, INC.

By: Richard L. Murray
Title: Chairman

BANK ONE, MICHIGAN
as Agent

By: E. W. Bell
Title: First Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 30th day of July, 1999, by Richard W. Muzzy, *Chairman of Hawayfischer & International One* a *Delaware* corporation, on behalf of said corporation.

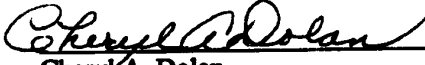

Cheryl A. Dolan
Notary Public, Wayne County, Michigan, acting
in Kent County, Michigan
My commission expires: October 23, 2002

EXHIBIT "A"
(See Sections 3.3, 3.4, 4.1.7 and 9.1 of Security Agreement)
(Neway Anchorlok International, Inc.)

Principal Place of Business and Mailing Address:

1950 Industrialplex Blvd.
Muskegon, MI 49442-6195

Attention: Chief Financial Officer

Location(s) of Receivables Records (if different from Principal Place of Business above):

N/A

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Borrower:

1950 Industrial Blvd., Muskegon, MI 49442-6195

B. Properties Leased by the Borrower (Include Landlord's Name):

1770 E. Keating, Muskegon, MI 49442-6119 (*R & S Holdings, Inc.*)
1811 E. Hayes, Grand Haven, MI 49417 (*R-H Properties, L.L.C.*)

**C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements
(include name of Warehouse Operator or other Bailee or Consignee):**

NONE

TRADEMARK
REEL: 002000 FRAME: 0522

EXHIBIT "B"
(See Section 3.8 of Security Agreement)
(Neway Anchorlok International, Inc.)

- A. Patents, copyrights, trademarks protected under federal law*

[See Schedule 5.23 to Credit Agreement]

- B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

Description

Registration Number

NONE

*For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

TRADEMARK
REEL: 002000 FRAME: 0523



EXHIBIT "C"
(See Section 3.8 of Security Agreement)
(Neway Anchorlok International, Inc.)

**Legal description, county and street address of property on which
Fixtures are located:**

[See Exhibit "A" Parts A and B above]

Name and address of record owner:

[See Exhibit "A" Parts A and B above]

TRADEMARK
REEL: 002000 FRAME: 0524

EXHIBIT "D"

List of Pledged Securities
(See Section 3.11 of Security Agreement)
(Neway Anchorlok International, Inc.)

A. STOCKS:

<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Shares</u>
Neway Anchorlok International, (Canada), Inc.	C-1	65

B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
---------------	---------------	--------------------	--------------------	-----------------

NONE

C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
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NONE

D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
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[See Schedule 6.14 to Credit Agreement]

TRADEMARK
REEL: 002000 FRAME: 0525

EXHIBIT "E"
(See Schedule 3.1 of Security Agreement)
(Neway Anchorlok International, Inc.)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Michigan Department of State, UCC Division
Ottawa County, MI Register of Deeds Office
Muskegon County, MI Register of Deeds Office

TRADEMARK
REEL: 002000 FRAME: 0526

**Neway Anchorlok International, Inc.
United States and Foreign Patent and Trademark Registrations**

(see following chart)

NEPAT ANCHORLUK INTERNATIONAL, INC.

Patent Report by Invention
Status: ISSUED

Printed: 4/28/99 Page 1

COUNTRY	REFERENCES	TYPE	FILED	SERIALS	ISSUED	PATENTS	STATUS
SPRING BRAKE ACTUATOR AND REACTION PLATE ANCHOR							
UNITED STATES	70774-0047	NEW	2/10/95	08285,778	6/18/98	5,888,732	ISSUED
SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD							
AUSTRALIA	70774-0204	DOA	1/18/94	10318/95	9/8/95	600179	ISSUED
SPRING BRAKE ACTUATOR HAVING TWO-PLY PRESSURE PLATE ASSEMBLY							
AUSTRALIA	70774-0817	DOA	2/10/95	18738/95	8/27/98	601282	ISSUED
UNITED STATES	70774-0872	CON	3/28/95	09483,435	9/1/95	5,786,564	ISSUED
SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD							
UNITED STATES	70774-0257	NEW	8/17/95	08904,281	6/24/97	5,640,880	ISSUED
SPRING BRAKE ACTUATOR WITH DUST GUARD							
MEXICO	70774-0108	CBQ	2/18/94	84 1204	11/28/97	167,174	ISSUED
UNITED STATES	70774-0314	NEW	2/18/93	08704,837	6/14/94	5,328,628	ISSUED
SPRING BRAKE ACTUATOR WITH FILTERED SERVICE VENT OPENINGS							
SOUTH AFRICA	70774-0863	CBQ	10/22/97	878443	7/22/98	878443	ISSUED
TAMPER-RESISTANT BRAKE ACTUATOR							
AUSTRALIA	70774-0448	CBQ	8/17/93	41308/93		867218	ISSUED
EUROPEAN PATENT	70774-0481	CBQ	8/28/93	83 189 380.7	4/14/97	8 678 630	ISSUED
MEXICO	70774-0484	CBQ	8/28/93	83 3884	8/28/95	161988	ISSUED
UNITED STATES	70774-0870	NEW	8/28/93	908,504	10/11/94	5,283,888	ISSUED
LOW-TOLERANCE BUSHING							
AUSTRALIA	70774-0877	CBQ	8/28/93	21891/93		630683	ISSUED
EUROPEAN PATENT	70774-0488	CBQ	8/27/93	83 114 648.0		8 629 629	ISSUED
MEXICO	70774-0888	CON	3/20/94	84 2288	7/14/97	186,307	ISSUED
UNITED STATES	70774-0489	CON	4/1/93	08704,819	8/8/95	5,413,374	ISSUED
PUSH-ROD GUIDE FOR AIR-OPERATED DIAPHRAGM SPRING BRAKES							
CANADA	70774-0380	CBQ	8/28/93	614,880	10/28/93	1,323,586	ISSUED
UNITED STATES	70774-0348	NEW	8/1/93	482,072	3/28/91	5,002,164	ISSUED
HEIGHT CONTROL VALVE WITH SPRING RETURN ACTUATOR							
AUSTRALIA	70774-0301	CBQ	10/28/93	84888/93		891388	ISSUED
CANADA	70774-0302	CBQ	10/21/93	628,891	3/12/91	1,281,341	ISSUED
EUROPEAN PATENT	70774-0316	CBQ	10/22/93	88 114 672.5	8/22/99	8 227 621	ISSUED
JAPAN	70774-0303	CBQ	10/30/93	388871/1996	7/8/98	2536218	ISSUED
MEXICO	70774-0304	CBQ	10/28/93	4174	4/23/94	183,254	ISSUED
NEW ZEALAND	70774-0305	CBQ	10/28/93	218108	10/28/98	218,108	ISSUED
NEW ZEALAND	70774-0783	CON	3/1/98	228,180	10/28/98	228,180	ISSUED
UNITED STATES	70774-0447	NEW	9/17/93	648,902	2/23/95	4,788,871	ISSUED
APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME							
UNITED STATES	70774-0882	NEW	12/11/93	628,842	2/18/92	5,088,783	ISSUED
SPRING BRAKE ACTUATOR							
UNITED STATES	70774-0528	NEW	1/4/91	636,448	4/21/92	5,108,727	ISSUED
ADJUSTABLE MOUNTING APPARATUS FOR AIR-OPERATED DIAPHRAGM SPRING BRAKES							
EUROPEAN PATENT	70774-0850	CBQ	8/18/99	80 118 834.8		8 433 871	ISSUED
UNITED STATES	70774-0346	NEW	12/18/93	482,885	6/21/91	5,016,823	ISSUED
AXLE SUPPORT BRACKET FOR A DRIVE AXLE SUSPENSION							
AUSTRALIA	70774-0486	CBQ	2/23/93	33724/93	1/20/94	683680	ISSUED
EUROPEAN PATENT	70774-0446	CBQ	3/18/93	83 184 890.4	8/10/95	8 688 784	ISSUED
MEXICO	70774-0486	CBQ	8/28/93	83 3347	7/31/95	162288	ISSUED
UNITED STATES	70774-0833	CON	9/8/92	942,437	2/22/94	5,288,100	ISSUED

07/27/99 THE ORIGINAL PATENT NUMBER 70891
REEL: 002000 FRAME: 0528

Patent Report by Invention		REFERENCES	TYPE	FILED	SERIALS	ISSUED	Printed: 4/21/99	Page 2
COUNTRY							PATENTS	STATUS
ALIGNMENT MECHANISM FOR VEHICLE SUSPENSIONS								
AUSTRALIA	70774-0470	CEQ	11/4/82	28164/82			681514	ISSUED
EUROPEAN PATENT	70774-0472	CEQ	11/8/82	82 118 188.8			8 844 140	ISSUED
MEXICO	70774-0478	CEQ	11/28/82	8206788		2/2/86	160,773	ISSUED
UNITED STATES	70774-0488	NEW	11/28/81	786,834		4/13/83	6,301,686	ISSUED
AXLE MOUNTING ASSEMBLY								
UNITED STATES	70774-0448	NEW	12/21/80	67433,120		6/12/82	5,112,078	ISSUED
TRAILING ARM SUSPENSION WITH WRAPPER COMPRESSION AXLE MOUNTING								
AUSTRALIA	70774-0572	CEQ	8/5/82	16914/82			653806	ISSUED
JAPAN	70774-0681	CEQ	6/8/82	1434471982		3/28/84	2938939	ISSUED
MEXICO	70774-0676	CEQ	6/16/82	82 2386		3/18/84	161062	ISSUED
UNITED STATES	70774-0636	NEW	12/8/80	67822,723		6/28/82	5,116,075	ISSUED
LIFTABLE AXLE WITH LOAD CONTROL								
CANADA	70774-0307	CEQ	10/24/88	821,387		11/12/90	1,278,202	ISSUED
NEW ZEALAND	70774-0308	CEQ	11/14/88	216286		2/16/88	216286	ISSUED
APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME								
AUSTRALIA	70774-0477	CEQ	6/28/82	38881/82			667087	ISSUED
MEXICO	70774-0479	CEQ	6/28/82	83 2888		6/27/84	161988	ISSUED
UNITED STATES	70774-0484	NEW	6/28/82	908,289		6/8/84	6,936,932	ISSUED
SUSPENSION FRAME BRACKET								
MEXICO	70774-0187	CEQ	3/2/84	94 1891		7/14/87	168,304	ISSUED
UNITED STATES	70774-0484	NEW	3/2/83	826,283		2/28/85	6,343,088	ISSUED
AIR SUSPENSION SYSTEM WITH AUTOMATIC AIR EXHAUST AND INFLATION								
AUSTRALIA	70774-0343	CEQ	12/3/88	88046/88			681188	ISSUED
CANADA	70774-0313	CEQ	12/3/88	234,297		5/22/90	1,288,408	ISSUED
MEXICO	70774-0334	CEQ	4/10/87	8880		4/14/88	163,388	ISSUED
NEW ZEALAND	70774-0314	CEQ	4/14/88	218,408		2/16/88	218,408	ISSUED
UNITED STATES	70774-0418	NEW	4/14/88	684,736		4/12/88	4,736,968	ISSUED
VEHICLE SUSPENSION STRUCTURE								
CANADA	70774-0418	CEQ	1/18/88	488,700		1/18/88	1,244,880	ISSUED
MEXICO	70774-0371	CEQ	3/3/88	91434		6/19/82	164,471	ISSUED
UNITED STATES	70774-0441	NEW	7/20/84	68482,721		6/17/86	4,588,216	ISSUED
SUSPENSION WITH STIFFENER ARM								
AUSTRALIA	70774-0533	CEQ	11/1/80	638,308			626734	ISSUED
CANADA	70774-0534	CEQ	11/16/80	2,890,027		5/24/84	2,000,627	ISSUED
EUROPEAN PATENT	70774-0536	CEQ	11/20/80	80 122 891.4		6/18/84	6 467 962	ISSUED
UNITED STATES	70774-0582	NEW	5/21/80	67836,308		1/28/82	5,863,612	ISSUED
SUSPENSION FOR AUTOMOTIVE VEHICLES								
CANADA	70774-0424	CEQ	1/6/88	800,167		3/7/88	1,260,884	ISSUED
MEXICO	70774-0427	CEQ	3/4/88	1438		4/10/81	182,218	ISSUED
UNITED STATES	70774-0448	NEW	3/6/88	68484,807		10/7/88	4,815,638	ISSUED
AXLE LIFT MECHANISM WITH SPRING CUP WEAR PLATE								
CANADA	70774-0327	CEQ	9/24/86	518,841		7/18/88	1,287,627	ISSUED
MEXICO	70774-0328	CEQ	12/8/86	161,401		8/21/89	161,401	ISSUED
UNITED STATES	70774-0338	NEW	4/2/86	647,724		3/6/88	4,728,878	ISSUED
AXLE LIFT MECHANISM								
UNITED STATES	70774-0438	NEW	7/3/84	627,414		1/8/87	4,634,161	ISSUED
LIGHTWEIGHT TRAILING ARM SUSPENSION								
UNITED STATES	70774-0318	NEW	11/20/87	123,882		8/22/89	4,688,848	ISSUED
MULTI-AXLE EQUALIZED SUSPENSION SYSTEM								
CANADA	70774-0431	CEQ	6/17/82	463,672		5/7/86	1,188,713	ISSUED

TRADEMARK
REEL: 002000 FRAME: 0529

Patent Report by Invention	REFERENCES	TYPE	FILED	SERIALS	ISSUED	Printed: PATENTS	4/26/88	Page 3	STATUS
MULTI-AXLE EQUALIZED SUSPENSION SYSTEM <i>continued</i>									
UNITED STATES	70774-0379	NEW	5/15/81	283,981	5/23/83	4,406,184			ISSUED
LIFT AXLE CONTROL SYSTEM									
UNITED STATES	70774-0383	NEW	11/19/87	122,388	6/6/88	4,664,408			ISSUED
LOCK MECHANISM FOR AN AXLE LIFT SUSPENSION									
UNITED STATES	70774-0482	NEW	10/18/81	776,887	3/8/83	6,182,101			ISSUED
SPLIT-BEAM SUSPENSION SYSTEM									
UNITED STATES	70774-0646	NEW	7/13/81	736,496	4/20/83	5,203,666			ISSUED
AIR OPERATED DIAPHRAGM SPRING BRAKE									
UNITED STATES	70774-0389	NEW	12/3/86	637,371	8/23/88	4,880,640			ISSUED
STROKE INDICATOR FOR AIR OPERATED DIAPHRAGM SPRING BRAKES									
AUSTRALIA	70774-0347	CBQ	11/25/88	4876889	1/29/89	628287			ISSUED
CANADA	70774-0338	CBQ	9/29/88	614,887	11/2/89	1,323,847			ISSUED
UNITED STATES	70774-0346	NEW	1/12/89	288,817	8/7/89	4,946,816			ISSUED
LOW-BED TRAILER SUSPENSION SYSTEM									
EUROPEAN PATENT	70774-0640	CBQ	11/29/80	80 123 887A	12/7/85	0 466 648			ISSUED
TANDEM SPRING SUSPENSION WITH LEAF ROTATION STOP									
CANADA	70774-0374	CBQ	9/17/80	360,414	6/8/83	1,181,882			ISSUED
UNITED STATES	70774-0687	NEW	3/14/89	88721,416	3/30/92	4,332,061			ISSUED
SPRING BRAKE ACTUATOR WITH A PRESSURE PLATE BEARING FOR A CAGING TOOL									
AUSTRALIA	70774-0070	CBQ	3/7/81	6180894	7/30/86	688030			ISSUED
MEXICO	70774-0023	CBQ	8/21/84	84 4887	11/28/87	187,121			ISSUED
UNITED STATES	70774-0317	NEW	8/21/83	883,414	8/13/84	5,346,888			ISSUED
TAMPER-RESISTANT BRAKE ACTUATOR									
MEXICO	70774-0474	CBQ	4/29/83	83 2884	5/28/86	181793			ISSUED
UNITED STATES	70774-0682	NEW	4/29/82	07876,888	3/18/83	6,193,432			ISSUED
AIR BRAKE WITH INTEGRAL SPRING CHAMBER									
AUSTRALIA	70774-0383	CBQ	11/2/88	4431789	6/6/89	638678			ISSUED
CANADA	70774-0344	CBQ	8/11/88	612,388	3/26/88	1,336,182			ISSUED
HEIGHT CONTROL VALVE WITH ADJUSTABLE SPOOL									
MEXICO	70774-0082	CBQ	6/18/84	84 4871	1/7/86	187821			ISSUED
UNITED STATES	70774-0486	NEW	6/18/83	06076,888	6/8/84	6,336,888			ISSUED
DUAL IN-LINE CONTROL VALVE ASSEMBLY									
UNITED STATES	70774-0469	NEW	11/19/82	67874,884	12/27/84	5,375,816			ISSUED
UNITED STATES	70774-0126	CBQ	8/24/86	08484,888	1/14/87	6,882,822			ISSUED
SPRING BRAKE ACTUATOR WITH SPRING FORCE MEASUREMENT									
UNITED STATES	70774-0078	DCA	12/12/86	08888,182	2/3/88	6,713,836			ISSUED
SPRING BRAKE ACTUATOR WITH FILTERED VENT OPENINGS									
AUSTRALIA	70774-0620	DCA	2/21/88	18808/88	7/23/88	68883			ISSUED
DUAL IN-LINE HEIGHT CONTROL VALVE ASSEMBLY									
AUSTRALIA	70774-0082	CBQ	8/28/84	77184/84	1/8/86	68188			ISSUED
FLUID-OPERATED BRAKE ACTUATOR WITH CHECK VALVE									
JAPAN	70774-8188	DCA	1/18/86	821814/888	10/23/88	2842848			ISSUED
UNITED STATES	70774-0282	DCA	7/18/87	88881,881	2/23/88	5,873,287			ISSUED
TRAILING ARM SUSPENSION									
AUSTRALIA	70774-8182	CBQ	4/14/84	78838/84	8/11/86	687437			ISSUED
UNITED STATES	70774-0083	DCA	10/1/86	08884,124	6/17/87	3,838,110			ISSUED

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07/27/89

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COUNTRY	REFERENCE#	TYPE	FILED	SERIALS	ISSUED	PATENT#	STATUS
TRAILING ARM SUSPENSION WITH LEVER ARM							
UNITED STATES	70774-0288	DCA	3/18/86	084718,316	12/31/86	5,844,485	ISSUED
BYPASS TUBE FOR TIME DELAY HEIGHT CONTROL VALVE							
UNITED STATES	70774-0833	PCA	8/27/84	08721,867	8/4/88	5,787,832	ISSUED
FLUID-OPERATED BRAKE ACTUATOR WITH SPRING CHAMBER ISOLATION							
AUSTRALIA	70774-0178	CBQ	7/28/84	78148/84	3/18/88	683828	ISSUED
UNITED STATES	70774-0888	NEW	8/1/86	08483,888	2/3/88	5,722,311	ISSUED
STROKE INDICATOR FOR AN AIR-OPERATED COMBINATION DIAPHRAGM SPRING BRAKE							
UNITED STATES	70774-0488	NEW	8/8/83	08487,888	7/23/87	5,848,488	ISSUED
SPRING CHAMBER ISOLATION OF SYSTEM FOR A FLUID OPERATED BRAKE ACTUATOR							
AUSTRALIA	70774-0888	CBQ	12/18/84	08888/84	12/8/88	673216	ISSUED
MEXICO	70774-0181	CBQ	4/27/84	84 2077	1/8/88	187,813	ISSUED
UNITED STATES	70774-0487	NEW	4/28/83	08484,787	12/13/84	5,372,088	ISSUED
FLUID-OPERATED BRAKE ACTUATOR WITH INTERNAL CHECK VALVE							
UNITED STATES	70774-0888	NEW	3/18/84	08813,441	10/24/88	5,488,878	ISSUED
SPRING BRAKE ACTUATOR HAVING PLASTIC PRESSURE PLATE ASSEMBLY							
UNITED STATES	70774-0171	DCA	10/8/84	08728,888	8/28/88	5,771,774	ISSUED
SPRING BRAKE ACTUATOR, CAGING BOLT ASSEMBLY THEREFOR, AND METHOD OF ASSEMBLY THEREOF							
AUSTRALIA	70774-0224	CBQ	4/1/84	87888/84	8/4/88	687880	ISSUED
UNITED STATES	70774-0888	DCA	8/28/83	88428,188	8/13/87	5,888,431	ISSUED
HEIGHT CONTROL VALVE AND DUMP VALVE THEREFOR							
MEXICO	70774-0078	CBQ	8/7/84	84 4288	8/8/87	188882	ISSUED
UNITED STATES	70774-0488	NEW	8/7/83	08872,714	8/2/84	5,333,848	ISSUED
FLUID-OPERATED SPRING BRAKE ACTUATOR WITH IMPROVED PRESSURE PLATE							
AUSTRALIA	70774-0838	CBQ	2/4/84	81884/84	3/12/88	688843	ISSUED
MEXICO	70774-0077	CBQ	8/18/84	84 4838	8/28/87	188178	ISSUED
UNITED STATES	70774-0882	NEW	8/18/83	08878,734	1/2/88	6,377,878	ISSUED
SPRING BRAKE ACTUATOR AND CAGING BOLT THEREFOR							
AUSTRALIA	70774-0087	CBQ	8/28/83	83488/84	10/8/87	678810	ISSUED
MEXICO	70774-0338	CBQ	3/28/84	84 3218	2/8/88	181,178	ISSUED
UNITED STATES	70774-0131	CON	11/8/86	08743,801	3/10/88	5,728,878	ISSUED
SPRING BRAKE ACTUATOR WITH CORROSION FUSES							
UNITED STATES	70774-0182	DCA	10/8/85	08727,838	8/8/87	5,884,478	ISSUED
SLIDER SUSPENSION WITH MUD FLAP MOUNTING BRACKET ASSEMBLY							
UNITED STATES	70774-0183	CON	10/8/85	08727,828	10/14/87	5,878,288	ISSUED
TRAILING ARM SUSPENSION WITH WRAPPER COMPRESSION AXLE MOUNTING							
SOUTH AFRICA	70774-0218	CBQ	1/13/87	878847	10/28/87	878847	ISSUED
DUAL TRAILING ARM SUSPENSION							
SOUTH AFRICA	70774-0788	CBQ	8/14/88	884088	2/2/88	884088	ISSUED
TRAILING ARM SUSPENSION WITH ARTICULATED AXLE MOUNTING							
SOUTH AFRICA	70774-0888	CBQ	10/22/87	878444	7/28/88	878444	ISSUED

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TOTAL ITEMS SELECTED = 125

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REEL: 002000 FRAME: 0631

NORTH ANCHORAGE INTERNATIONAL, INC.

Patent Report by Invention
Status: PENDING

Printed: 4/26/00 Page 1

COUNTRY	REFERENCES	TYPE	FILED	SERIALS	ISSUED	PATENT#	STATUS
VARIABLE GEOMETRY LINKAGE CONFIGURATION							
AUSTRALIA	70774-0733	DCA	10/2/97	4741887			PENDING
BRAZIL	70774-0734	CBQ	4/2/98	PI 0001039-3			PENDING
CANADA	70774-0735	CBQ	3/27/98	2,223,000			PENDING
EUROPEAN	70774-0736	DCA	10/2/97	87 000 907.A			PENDING
MEXICO	70774-0737	DCA	02/98	98 4386			PENDING
UNITED STATES	70774-0748	DCA	8/27/98	08088,957			PENDING
SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD							
CANADA	70774-0188	DCA	4/24/97	2,202,007			PENDING
EUROPEAN	70774-0189	DCA	11/2/94	85 001 618.3			PENDING
JAPAN	70774-0193	DOA	11/2/94	812031/866			PENDING
SOUTH KOREA	70774-0182	DCA	11/2/94	87-70822			PENDING
SPRING BRAKE ACTUATOR HAVING TWO-PLY PRESSURE PLATE ASSEMBLY							
CANADA	70774-0816	DOA	2/10/98	2,218,700			PENDING
EUROPEAN	70774-0819	DOA	2/10/98	86 000 928.9			PUBLISHED
JAPAN	70774-0818	DOA	2/10/98	33-0225/1000			PENDING
SOUTH KOREA	70774-0816	DOA	2/10/98	87-70830			PENDING
MEXICO	70774-0863	CBQ	2/9/98	98 0648			PENDING
SPRING BRAKE ACTUATOR WITH GUIDE AND BEARING FOR AN ACTUATOR ROD							
MEXICO	70774-0275	CBQ	2/9/98	98 1718			PENDING
SPRING BRAKE ACTUATOR WITH FILTERED SERVICE VENT OPENINGS							
AUSTRALIA	70774-0838	DOA	4/30/97	2410487			PENDING
CANADA	70774-0841	DOA	4/30/97	2,218,002			PENDING
EUROPEAN	70774-0842	DOA	4/30/97	87 002 948.2			PENDING
INDONESIA	70774-0864	CBQ	10/30/97	P-870000			PENDING
INDIA	70774-0866	CBQ	10/30/97	1887CAL/97			PENDING
JAPAN	70774-0843	DOA	4/30/97	830171/897			PENDING
MEXICO	70774-0845	DOA	12/10/97	87 18310			PENDING
UNITED STATES	70774-0834	DOA	9/2/97	04082,817			PENDING
TAMPER-RESISTANT BRAKE ACTUATOR							
CANADA	70774-0480	CBQ	6/25/93	2,098,157			PUBLISHED
JAPAN	70774-0482	CBQ	6/14/93	166,679			PENDING
ADJUSTABLE BUSHING							
CANADA	70774-0627	CBQ	6/24/92	2,077,162			PENDING
JAPAN	70774-0467	CBQ	6/26/92	364174/1992			PENDING
SOUTH KOREA	70774-0468	CBQ	6/27/92	92-18488			PENDING
APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME							
CANADA	70774-0662	CBQ	6/26/91	2,049,891			PENDING
ADJUSTABLE MOUNTING APPARATUS FOR AIR-OPERATED DIAPHRAGM SPRING BRAKES							
CANADA	70774-0669	CBQ	6/26/91	2,052,000			PENDING
JAPAN	70774-0641	CBQ	6/26/91	236025/1000			PENDING
DRIVE AXLE SUSPENSION							
CANADA	70774-0488	CBQ	2/16/93	2,066,801			PENDING
JAPAN	70774-0485	CBQ	4/8/93	104,822/1993			PENDING
SOUTH KOREA	70774-0486	CBQ	4/8/93	93-0884			PENDING
ALIGNMENT MECHANISM FOR VEHICLE SUSPENSIONS							
CANADA	70774-0471	CBQ	11/19/92	2,062,805			PENDING
JAPAN	70774-0473	CBQ	11/19/92	328852/1992			PENDING
SOUTH KOREA	70774-0464	CBQ	11/29/92	92-22428			PUBLISHED

TRADEMARK
REEL: 002000 FRAME: 0532

reverse report, by invention

Printed: 4/28/99

Page 2

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENT#	STATUS
TRAILING ARM SUSPENSION WITH WRAPPER COMPRESSION AXLE MOUNTING							
SOUTH KOREA	70774-0874	CEQ	8/12/92	82-7888			PENDING
APPARATUS FOR MOUNTING A TRAILING ARM AIR SUSPENSION TO A SLIDING FRAME							
CANADA	70774-0478	CEQ	6/28/93	2,098,188			PUBLISHED
SUSPENSION FRAME BRACKET							
CANADA	70774-0012	CEQ	8/27/93	2,134,799			PENDING
JAPAN	70774-0032	CEQ	10/28/94	818,844			PENDING
SOUTH KOREA	70774-0034	CEQ	11/2/94	94-703912			PENDING
LOW-BED TRAILER SUSPENSION SYSTEM							
CANADA	70774-0889	CEQ	11/14/93	2,822,888			PENDING
SPRING BRAKE ACTUATOR WITH A PRESSURE PLATE BEARING FOR A CAGING TOOL							
CANADA	70774-0072	CEQ	2/18/95	2,142,888			PUBLISHED
EUROPEAN PATENT	70774-0089	CEQ	2/21/95	94 927 893.3			PENDING
JAPAN	70774-0071	CEQ	2/23/95	927769/1998			PENDING
SOUTH KOREA	70774-0088	CEQ	2/18/95	95-700883			PENDING
TAMPER-RESISTANT BRAKE ACTUATOR							
JAPAN	70774-0487	CEQ	1/11/93	178221893			PENDING
HEIGHT CONTROL VALVE WITH ADJUSTABLE SPOOL							
JAPAN	70774-0287	CEQ	4/12/94	907743/1888			PENDING
DUAL IN-LINE HEIGHT CONTROL VALVE ASSEMBLY							
EUROPEAN PATENT	70774-0248	CEQ	8/28/95	93 923 737.8			PENDING
MEXICO	70774-0188	CEQ	11/18/95	93 7825			PENDING
SPRING BRAKE ACTUATOR WITH SPRING FORCE MEASUREMENT							
MEXICO	70774-0891	CEQ	2/28/96	96 8848			PENDING
SPRING BRAKE ACTUATOR WITH FILTERED VENT OPENINGS							
BRAZIL	70774-0827	DCA	2/21/98	P1 8910313-8			PENDING
CANADA	70774-0821	DCA	2/21/98	2,211,848			PENDING
CHINA	70774-0828	DCA	2/21/98	99187895.8			PENDING
EUROPEAN	70774-0822	DCA	2/21/98	99 011 687.7			PENDING
JAPAN	70774-0823	DCA	2/21/98	228038/1898			PENDING
SOUTH KOREA	70774-0824	DCA	2/21/98	97-708740			PENDING
MEXICO	70774-0264	DCA	8/21/97	97 8889			PENDING
TURKEY	70774-0279	OTH	8/28/97	97/03683			PENDING
UNITED STATES	70774-0850	CON	8/28/97	984882,640			PENDING
DUAL IN-LINE HEIGHT CONTROL VALVE ASSEMBLY							
CANADA	70774-0281	CEQ	8/28/95	2,150,391			PENDING
EUROPEAN PATENT	70774-0283	CEQ	8/28/95	94 927 898.8			PUBLISHED
EUROPEAN	70774-0884	DIY					MAILED
JAPAN	70774-0081	CEQ	8/29/95	910308/1898			PENDING
SOUTH KOREA	70774-0039	CEQ	8/28/95	94-702187			PENDING
MEXICO	70774-0243	CEQ	8/28/95	96 2389			PENDING
FLUID-OPERATED BRAKE ACTUATOR WITH CHECK VALVE							
EUROPEAN	70774-0188	DCA	1/18/96	95 838 470.8			PENDING
MEXICO	70774-0287	CEQ	1/18/96	96 8188			PENDING
VEHICLE SUSPENSION WITH WRAPPER COMPRESSION AXLE MOUNTING							
AUSTRALIA	70774-0888	DCA	8/2/98	9887188			PENDING
CANADA	70774-0887	DCA	8/2/98	2,218,977			PENDING
EUROPEAN	70774-0885	DCA	8/2/98	99 028 888.8			PENDING
JAPAN	70774-0886	DCA	8/2/98	99848/1987			PENDING
SOUTH KOREA	70774-0889	DCA	8/2/98	97-708384			PENDING
MEXICO	70774-0870	DCA	8/2/98	98 8888			PENDING

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07/27/99 REEL: 002000 FRAME: 0533

Patent Report by Invention						Printed: 4/28/88	Page 3
COUNTRY	REFERENCES	TYPE	FILED	SERIALS	ISSUED	PATENTS	STATUS
AIR SPRING WITH INTERNAL SUPPORT MEMBER							
UNITED STATES	70774-0191	CBQ	4/7/87	06017,321			PENDING
TAMPER-RESISTANT BRAKE ACTUATOR							
EUROPEAN	70774-0706	DCA	6/6/86	86 026 432.2			PENDING
JAPAN	70774-0708	DCA	6/6/86	8603071997			PENDING
SOUTH KOREA	70774-0710	DCA	6/6/86	86-703818			PENDING
MEXICO	70774-0711	DCA	1/30/86	86 6885			PENDING
UNITED STATES	70774-0730	DOA	3/10/86	06021,130			PENDING
AIR-OPERATED BRAKE ACTUATOR MOUNTING							
UNITED STATES	70774-0811	DOA	2/18/87	06014,374			PENDING
TRAILING ARM							
AUSTRALIA	70774-0704	DV	11/22/87	46000/97			PENDING
CANADA	70774-0183	CBQ	10/16/86	2,157,864			PENDING
EUROPEAN PATENT	70774-0154	CBQ	11/7/86	84 922 416.0			PENDING
JAPAN	70774-0166	CBQ	10/14/86	8309181996			PENDING
SOUTH KOREA	70774-0166	CBQ	4/14/84	86-703781			PENDING
TRAILING ARM SUSPENSION WITH LEVER ARM							
AUSTRALIA	70774-0187	CBQ	10/16/86	67006/94			PENDING
CANADA	70774-0148	CBQ	10/16/86	2,166,176			PENDING
EUROPEAN PATENT	70774-0188	CBQ	11/7/86	84 914 630.0			PENDING
JAPAN	70774-0188	CBQ	10/16/86	8309091996			PENDING
SOUTH KOREA	70774-0161	CBQ	4/16/84	86-700644			PENDING
FLUID-OPERATED BRAKE ACTUATOR WITH SPRING CHAMBER ISOLATION							
CANADA	70774-0167	CBQ	8/11/86	2,166,366			PENDING
JAPAN	70774-0160	CBQ	8/13/86	8340941996			PENDING
SOUTH KOREA	70774-0161	CBQ	8/14/86	86-700601			PENDING
MEXICO	70774-0274	CBQ	4/30/86	86 1824			PENDING
SPRING CHAMBER ISOLATION SYSTEM FOR A FLUID OPERATED BRAKE ACTUATOR							
CANADA	70774-0082	CBQ	12/16/84	2,126,376			PENDING
EUROPEAN PATENT	70774-0091	CBQ	12/22/84	84 914 716.0			PUBLISHED
JAPAN	70774-0074	CBQ	12/16/84	83436/1994			PENDING
UNITED STATES	70774-0236	RB	3/26/86	06023,136			PENDING
SPRING BRAKE ACTUATOR HAVING PLASTIC PRESSURE PLATE ASSEMBLY							
AUSTRALIA	70774-0784	DCA	11/14/86	43064/96			PENDING
BRAZIL	70774-0786	DCA	11/14/86	PI 0610091-6			PENDING
EUROPEAN	70774-0786	DCA	11/14/86	86 046 783.2			PENDING
JAPAN	70774-0787	DCA	11/14/86	818803/1987			PENDING
SOUTH KOREA	70774-0786	DCA	11/14/86	86-703011			PENDING
MEXICO	70774-0786	DCA	8/13/86	86 8761			PENDING
SPRING BRAKE ACTUATOR, CAGING BOLT ASSEMBLY THEREFOR, AND METHOD OF ASSEMBLY THEREOF							
AUSTRALIA	70774-0721	DV	1/20/86	52064/86			PENDING
CANADA	70774-0230	CBQ	11/30/86	2,164,194			PENDING
EUROPEAN PATENT	70774-0226	CBQ	11/26/86	84 916 771.4			PUBLISHED
JAPAN	70774-0232	CBQ	11/27/86	8309091996			PENDING
SOUTH KOREA	70774-0234	CBQ	4/1/84	86-705366			PENDING
HEIGHT CONTROL VALVE AND DUMP VALVE THEREFOR							
JAPAN	70774-0266	CBQ	12/2/86	8017491996			PENDING
SOUTH KOREA	70774-0262	CBQ	12/7/86	86-706236			PENDING
FLUID-OPERATED SPRING BRAKE ACTUATOR WITH FUNNEL-SHAPED PRESSURE PLATE							
CANADA	70774-0238	CBQ	12/6/86	2,164,680			PENDING
EUROPEAN PATENT	70774-0237	CBQ	11/30/86	84 907 871.0			PUBLISHED
JAPAN	70774-0236	CBQ	12/6/86	8017241996			PENDING
SOUTH KOREA	70774-0236	CBQ	12/13/86	86-706664			PENDING

TRADEMARK
REEL: 002000 FRAME: 0634

* as reported by invention

Printed: 4/28/99

Page 4

COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED	PATENTS	STATUS
SPRING BRAKE ACTUATOR AND CAGING BOLT THEREFOR							
CANADA	70774-0073	CEQ	11/23/94	2,126,832			PENDING
EUROPEAN PATENT	70774-0018	CEQ	8/29/93	83 820 736.0			PENDING
JAPAN	70774-0015	CEQ	11/14/94	5299771994			PENDING
SOUTH KOREA	70774-0033	CEQ	11/22/94	94-704199			PENDING
HEIGHT CONTROL VALVE WITH DUMP VALVE							
MEXICO	70774-0273	CEQ	4/20/98	98 1822			PENDING
SPRING BRAKE ACTUATOR WITH CORROSION FUSES							
CANADA	70774-0777	DCA	12/18/98	2,226,082			PENDING
ANTI-CREEP DEVICE FOR A TRAILER WITH AIR SPRINGS							
CANADA	70774-0828	DCA	4/10/97	2,230,144			PENDING
EUROPEAN PATENT	70774-0829	DCA	4/18/97	87 818 861.8			PENDING
MEXICO	70774-0830	DCA	10/29/98	98 0361			PENDING
UNITED STATES	70774-0831	DCA	10/29/98	98168,036			PENDING
AIR BRAKE ACTUATOR WITH ENLARGED DIAPHRAGM AND METHOD OF MANUFACTURE							
EUROPEAN PATENT	70774-0810	DCA	2/27/97	87 807 870.7			PENDING
JAPAN	70774-0811	DCA	2/27/97	5382341987			PENDING
MEXICO	70774-0812	DCA	8/11/98	98 1432			PENDING
UNITED STATES	70774-0808	DCA	6/20/97	98/915,059			PENDING
WIPO	70774-0285	CEQ	2/27/97	PCT/US97/03882			PUBLISHED
TRAILING ARM SUSPENSION WITH WRAPPER COMPRESSION AXLE MOUNTING							
ARGENTINA	70774-0212	OTH	1/18/97	F87 91 09175			PENDING
INDONESIA	70774-0214	CEQ	1/18/97	F-870122			PENDING
INDIA	70774-0223	CEQ	1/13/97	89CAL97			PENDING
MALAYSIA	70774-0205	CEQ	1/10/97	PI 8700105			PENDING
PHILIPPINES	70774-0218	CEQ	1/18/97	I-8332			PENDING
THAILAND	70774-0217	CEQ	1/14/97	892218			PENDING
DUAL TRAILING ARM VEHICLE SUSPENSION							
ARGENTINA	70774-0748	CEQ	5/29/98	P880183480			PENDING
INDIA	70774-0749	CEQ	5/19/98	904CAL98			PENDING
UNITED STATES	70774-0886	PCA	5/29/97	98/896,435			PENDING
WIPO	70774-0747	CEQ	5/19/98	PCT/US98/10484			PUBLISHED
AXLE LIFT MECHANISM							
UNITED STATES	70774-0857	DCA	2/17/98	98271,387			PENDING
WIPO	70774-0850	CEQ	9/30/97	PCT/US97/17463			PUBLISHED
TRAILING ARM SUSPENSION WITH ARTICULATED AXLE MOUNTING							
ARGENTINA	70774-0885	CEQ	10/23/97	970184886			PENDING
AUSTRALIA	70774-0885	DCA					MAILED
CANADA	70774-0886	DCA					MAILED
CHINA	70774-0887	DCA					MAILED
EUROPEAN PATENT	70774-0815	DCA	10/21/97	87 911 808.1			PENDING
INDONESIA	70774-0880	CEQ	10/23/97	F-873818			PENDING
INDIA	70774-0889	CEQ	10/23/97	182CAL97			PENDING
JAPAN	70774-0888	DCA					MAILED
SOUTH KOREA	70774-0870	DCA					MAILED
MEXICO	70774-0870	DCA					MAILED
MALAYSIA	70774-0891	CEQ	10/23/97	PI 8704877			PENDING
PHILIPPINES	70774-0892	CEQ	10/23/97	I-82278			PENDING
THAILAND	70774-0884	CEQ	10/23/97	842272			PENDING
UNITED STATES	70774-0878	DCA	8/14/98	98/134,888			PENDING
WIPO	70774-0888	CEQ	10/21/97	PCT/US97/18733			PUBLISHED
VIBRATION DAMPENING ASSEMBLY							
AUSTRALIA	70774-0781	DCA	3/8/98	84612/98			PENDING
BRAZIL	70774-0782	CEQ	8/14/98	PI 9803198-2			PENDING

TRADEMARK
REEL: 002000 FRAME: 0636

Patent Report by Invention		Printed: 4/28/99		Page 5		
COUNTRY	REFERENCE#	TYPE	FILED	SERIAL#	ISSUED PATENT#	STATUS
VIBRATION DAMPENING ASSEMBLY continued...						
CANADA	70774-0783	DCA	3/8/98	2,347,193		PENDING
EUROPEAN	70774-0784	DCA	3/8/98	96 010 216.5		PENDING
JAPAN	70774-0785	DCA	3/8/98	538888/1888		PENDING
MEXICO	70774-0786	DCA	11/8/98	96 0302		PENDING
UNITED STATES	70774-0827	DCA	10/30/98	99/162,807		PENDING
WIPO	70774-0788	CEQ	3/8/98	PCT/US98/04487		PUBLISHED
SPRING BRAKE ACTUATOR WITH INTERNAL BREATHING CONDUIT						
UNITED STATES	70774-0849	DCA	11/8/97	98/085,983		PENDING
WIPO	70774-0831	NEW	1/28/97	PCT/US97/01382		PUBLISHED
VEHICLE HEIGHT CONTROL VALVE WITH POSITION ADJUSTMENT, SUSPENSION INCORPORATING SAME AND POSITION ADJUSTMENT MECHANISM						
UNITED STATES	70774-0725	FCA	2/6/98	98/020,168		PENDING
TRAILING ARM SUSPENSION						
CANADA	70774-0803	CEQ	7/16/98	2,340,791		PENDING
MEXICO	70774-0804	CEQ	7/16/98	98 0791		PENDING
UNITED STATES	70774-0783	OTH	6/18/98	99/085,994		PENDING
UNITED STATES	70774-0801	FCA	7/16/98	98/116,388		PENDING
DIAPHRAGM RETAINER FOR SPRING BRAKE ACTUATOR						
EUROPEAN	70774-0782	CEQ	8/17/98	98 116 442.0		PENDING
UNITED STATES	70774-0781	FCA	8/28/98	98/105,112		PENDING
NORMALLY-CLOSED DIAPHRAGM CHECK VALVE						
UNITED STATES	70774-0834	FCA	12/4/98	99/205,928		PENDING
WIPO	70774-0838	CEQ	12/4/98	PCT/US98/25738		PENDING
INDEPENDENT FRONT SUSPENSION						
ARGENTINA	70774-0843	CEQ	12/11/98	P 99/106312		PENDING
UNITED STATES	70774-0790	OTH	10/13/98	99/104,071		PENDING
WIPO	70774-0841	CEQ	12/11/98	PCT/US98/28271		PENDING
SUBMERSIBLE BRAKE ACTUATOR						
WIPO	70774-0844	CEQ	2/2/99	PCT/US99/02221		PENDING
PNEUMATIC SEAT BASE						
UNITED STATES	70774-0778	NEW	8/2/98	99/047,898		PENDING
ANTI-CREEP DEVICE						
UNITED STATES	70774-0788	NEW	8/12/98	99/068,163		PENDING
DRIVE AXLE SUSPENSION						
UNITED STATES	70774-0743	NEW	5/27/98	99/088,164		PENDING
VEHICLE SUSPENSION WITH ROTARY HEIGHT CONTROL VALVE						
UNITED STATES	70774-0882	NEW	8/31/98	99/088,491		PENDING
TWO-PIECE PRESSURE PLATE AND METHOD OF FABRICATION						
UNITED STATES	70774-0833	NEW	11/24/98	99/108,708		PENDING
VEHICLE SUSPENSION WITH BRAKE ACTUATOR MOUNTING AND BRAKE ACTUATOR BRACKET THEREFOR						
UNITED STATES	70774-0836	NEW	2/4/99	99/118,837		PENDING
PNEUMATIC SEAT BASE						
UNITED STATES	70774-0846	NEW	2/9/99	99/118,882		PENDING

END OF REPORT

TOTAL ITEMS SELECTED = 190

TRADEMARK

REEL: 002000 FRAME: 0536

NEWAY ANCHORLOK INTERNATIONAL, INC.

COUNTRY	REFERENCES	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
Trademark Report by Mark Status: PENDING							
Printed: 4/28/99 Page 1							
<i>NewAlign Plus</i>							
ANCHORLOK							
CHINA	70774-0805 10/9/99	10/9/99	0800113198			PENDING	012
		STATUS CHECK					
EUROPEAN UNION (CTM) 012		70774-0804 1/28/99				1,054,204	PENDING
		STATUS CHECK					
EZ-ALIGN							
CANADA	70774-0807 11/13/99	11/13/99	828,838			PENDING	
		DECLARATION OF USE					
IPAC							
UNITED STATES	70774-0803 6/17/99	3/17/99	78982,067			PENDING	012
		FILING DETAILS					
NAI LOGO							
INDIA	70774-0800 4/30/99					MAILED	012
		FILING DETAILS					
NEWAY							
CHINA	70774-0808 10/9/99	10/9/99	0800113198			PENDING	012
		STATUS CHECK					
EUROPEAN UNION (CTM) 012		70774-0803 1/28/99				1,054,220	PENDING
		STATUS CHECK					
INDIA	70774-0801 4/30/99					MAILED	012
		FILING DETAILS					
NEWAY ANCHORLOK INTERNATIONAL AND DESIGN							
INDIA	70774-0849 6/9/99					MAILED	012
		FILING DETAILS					
NEWELD							
UNITED STATES	70774-0739 8/30/98	4/14/98	78167,827			PENDING	012
		AWTS NOTICE OF					
NEWLITE							
CANADA	70774-0813 3/30/99	8/9/97	842,971			PENDING	012
		STATUS CHECK					

TRADEMARK
REEL: 002000 FRAME: 0537

Trademark Report by Mark		Printed:	4/28/99	Page	2		
COUNTRY	REFERENCES	FILED	APPL#	REOCT	REOM	STATUS	CLASSES
	<i>Next Action Due</i>						
V-LOK							
UNITED STATES	70774-0732 6/18/99	5/8/99 RESPONSE TO OA	75480,232			PENDING	012
V-STEER II							
UNITED STATES	70774-0884 5/30/99	3/25/99 AWTS CERT OF REG	75487,181			PENDING	12
VPAC							
UNITED STATES	70774-0881 6/17/99	3/17/99 FILING DETAILS	75482,195			PENDING	012

END OF REPORT

TOTAL ITEMS SELECTED = 14

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TRADEMARK
REEL: 002000 FRAME: 0538

Trademark Report by Mark							Printed: 4/28/99	Page 2
COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES	
LIFE SEAL								
UNITED STATES	70774-0286	8/17/86	74/716,701	3/11/87	2,046,806	REGISTERED	012	
MISCELLANEOUS DESIGN								
UNITED STATES	70774-0380	12/17/84	73/613,736	11/26/86	1,416,260	REGISTERED	17	
NAI LOGO								
UNITED STATES	70774-0487	5/3/83	74/366,802	1/4/84	1,816,166	REGISTERED	40	
NEWAY								
ARGENTINA	70774-0137			12/6/82	1,410,919	REGISTERED	12	
AUSTRALIA	70774-0138	8/10/79	A336391	6/10/79	A336391	REGISTERED	12	
AUSTRIA	70774-0130			7/31/84	82,789	REGISTERED		
BENELUX	70774-0141	4/18/84	081,071	4/18/84	081,071	REGISTERED	12	
CANADA	70774-0142			4/2/86	126,746	REGISTERED		
COLOMBIA	70774-0143	9/7/79	166,091	7/13/87	100287	REGISTERED	12	
DENMARK	70774-0144			7/26/84	3485,1864	REGISTERED	12	
FRANCE	70774-0577	8/2/86	1,670,366	6/2/86	1,670,366	REGISTERED	012	
GERMANY	70774-0146			3/8/84	811,906	REGISTERED		
ISRAEL	70774-0140			7/20/82	84811	REGISTERED		
ITALY	70774-0188	9/23/79	20832 C/79	10/31/85	376,891	REGISTERED	012	
MEXICO	70774-0113	11/8/84	217144	12/8/84	481880	REGISTERED	012	
NEW ZEALAND	70774-0114	8/10/79	NA	8/10/79	129122	REGISTERED		
SINGAPORE	70774-0116			10/16/86	82673	REGISTERED	12	
SPAIN	70774-0117			1/22/85	481482	REGISTERED	012	
SWEDEN	70774-0129			1/22/85	111,981	REGISTERED		
SWITZERLAND	70774-0118	6/6/84	NA	6/6/84	332979	REGISTERED	012	
UNITED KINGDOM	70774-0121	11/16/84	2,001,727	9/16/86	2,001,727	REGISTERED	012	
UNITED STATES	70774-0804	2/24/80	73/092,126	9/27/80	704,886	REGISTERED	18	
NEWAY GENUINE LIGHT TRAILER AIR-RIDE								
UNITED STATES	70774-0609	2/7/84	74487,577	12/9/86	2,920,112	REGISTERED	012	
NEWLITE								
AUSTRALIA	70774-0612	8/13/87	741186	8/13/87	741186	REGISTERED	12A,12B	
MEXICO	70774-0614	6/8/87	304,012	6/8/87	304,012	REGISTERED	012	
UNITED STATES	70774-0606	6/16/87	76308,420	1/19/88	2,219,880	REGISTERED	012	
SMART NUTS								
UNITED STATES	70774-0201	10/18/79	73/236,432	12/22/81	1,183,489	REGISTERED	6	

END OF REPORT

TOTAL ITEMS SELECTED = 53

G0023163

TRADEMARK
REEL: 002000 FRAME: 0639

NEWAT ANCHORLOK INTERNATIONAL, INC.

Trademark Report by Mark
Status: REGISTERED

Printed: 4/28/99 Page 1

COUNTRY	REFERENCES	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
A LOGO							
MEXICO	70774-0688	11/28/91	127701	12/7/94	491778	REGISTERED	12
UNITED STATES	70774-0104	1/30/86	73580,348	11/11/86	1,418,543	REGISTERED	12
AIR-BEAM and Design							
UNITED STATES	70774-0370	10/8/98	73623,708	11/8/99	1,821,087	REGISTERED	012
ANCHORLOK							
ARGENTINA	70774-0248	1/23/87	1,579,868	4/8/88	1,281,803	REGISTERED	012
AUSTRALIA	70774-0818	10/28/78	301828	10/28/78	8301,820	REGISTERED	12
BENELUX	70774-0808		31808		318442	REGISTERED	12
BRAZIL	70774-0643	11/3/76	28,413/78	3/28/88	007177020	REGISTERED	007
CANADA	70774-0804	12/27/72	308,980	8/24/74	188,388	REGISTERED	012
CHILE	70774-0247	8/12/85	318,888	8/8/86	487,382	REGISTERED	012
COLOMBIA	70774-0248	2/4/86	88,011,784	8/18/88	211828	REGISTERED	
FRANCE	70774-0483	12/24/72	144,804	12/24/72	1223078	REGISTERED	12
GERMANY	70774-0807	2/1/86	388 08 381.7	4/23/88	388 08 381	REGISTERED	12
ISRAEL	70774-0818	10/1/73	38284	3/28/78	38284	REGISTERED	12
ITALY	70774-0488	2/17/86	FM88C000747	8/13/87	712824	REGISTERED	012
JAPAN	70774-0817	3/8/86	21344/1888	7/28/87	4085607	REGISTERED	012
MEXICO	70774-0888	11/28/91	127,702	8/8/98	827870	REGISTERED	012
SOUTH AFRICA	70774-0818	10/28/78	785467	3/8/78	785467	REGISTERED	012
SWEDEN	70774-0818	10/27/78	78-4848	8/18/77	188,728	REGISTERED	12
UNITED KINGDOM	70774-0622	12/18/72	1 003 838	2/13/78	1 003 838	REGISTERED	12
UNITED STATES	70774-0813	5/28/89	73036,348	11/24/79	802,803	REGISTERED	12
VENEZUELA	70774-0811	7/1/70	4837	8/18/71	88,885-F	REGISTERED	23
DOCKRITE							
UNITED STATES	70774-0040	8/28/85	74722,840	3/17/88	2,148,005	REGISTERED	012
EZ-ALIGN							
EUROPEAN UNION	70774-0208	11/28/86	413,882	12/17/88	412,882	REGISTERED	012
UNITED STATES	70774-0208	8/28/86	78147,763	2/17/88	2,148,432	REGISTERED	012
GENUINE LIGHT							
UNITED STATES	70774-0887	2/7/84	74488,878	2/7/86	1,877,538	REGISTERED	12
GOLD SEAL							
UNITED STATES	70774-0284	3/8/80	74038,388	4/8/81	1,838,887	REGISTERED	12

RECORDED: 01/24/2000

TRADEMARK
REEL: 002000 FRAME: 0540