

MRD 12-16-99

12-20-1999

Trademarks:
copy thereof.

Address of Party(ies) receiving an interest:

- Patents T
- Trademarks PI



101228026

1. Name of Party(ies) conveying a

American Pneumatic Tools, Inc.
14710 Maple Avenue
Gardena, California 90248

Name: FINOVA Capital Corporation
Internal Address: Attention: Loan Administration Manager
Street Address: 355 South Grand Avenue
City: Los Angeles
State: California Zip: 90071

- Entity:
- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation-State: California
 - Other _____

- Entity:
- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation-State: Delaware
 - Other _____
- Citizenship _____
- If not domiciled in the United States, a domestic representative designation is attached:
- Yes
 - No

3. Interest Conveyed:

- Assignment Association
 - Security Agreement Limited Partnership
 - Other _____
- Execution Date: As of November 8, 1999

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached Yes No
2,154,668; 75/306,489; 75/422,108

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

Name: Federal Research Corporation
Internal Address: Ms. Penelope Agodoa
Street Address: 400 Seventh Street, N.W., Suite 101
City: Washington
State: District of Columbia Zip: 20004

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

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

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

12/20 1999 101228026 101228026
 01 FC:48E 40.00 JP
 02 FC:48E 50.00 GP

DO NOT USE THIS SPACE

9. Date of execution of attached document As of November 8, 1999

10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

December 13, 1999
Date

Wesley E. Odom Name of Person Signing

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 8, 1999, is executed by American Pneumatic Tools, Inc., a California corporation ("Borrower"), in favor of FINOVA Capital Corporation ("Lender").

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

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

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

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

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

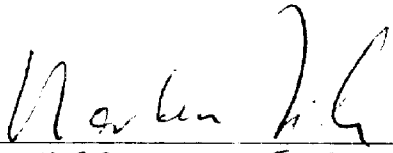
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully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

Lender's address is:

FINOVA CAPITAL CORPORATION
355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Attn: Manager
Telephone No.: (213) 253-1523
Telecopier No.: (213) 253-1517

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

AMERICAN PNEUMATIC TOOLS, INC.

By: 
Name: MARKUS ISENRIICH
Title: CHAIRMAN

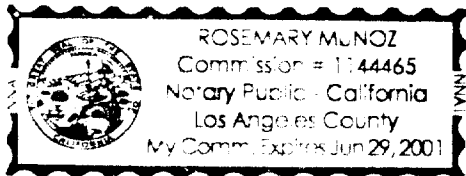
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On November 5, 1999, before me, Rosemary Munoz, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared MARKUS TSEN RICH,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rosemary Munoz
Signature of Notary Public

OPTIONAL

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

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other

Number of Pages

Signer is Representing:
Name of Person(s) or Entity(ies)

Date of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Airgo Nomic	United States	5/5/98	2,154,668
APT	United States		
American Pneumatic Tool	United States		

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
Airgo Line	United States	6/10/97	75/306,489
Polysorb	United States	1/23/98	75/422,108