

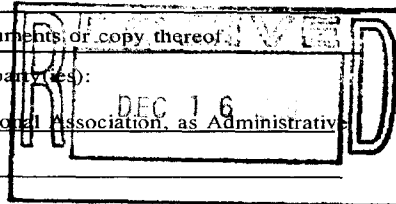
12-29-1999



To the Honorable Commissioner of F

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hed original documents, or copy thereof



1. Name of conveying party(ies):

Plas-Tech (Engineered) Products, Inc.

12-16-99

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

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

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

Execution Date: November 19, 1999

2. Name and address of receiving party(ies):

Name: Bank of America, National Association, as Administrative Agent

Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago State: IL ZIP: 60697

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/577,211

B. Trademark registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Erich G. Rhynhart

Internal Address:

Street Address: Mayer, Brown & Platt

P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account any additional fees

8. Deposit account number: 13-0019

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Deborah Schavey Ruff  
Name of Person Signing  
(Attorney Docket No. 99583924/ZGB)

Signature Date 12/15/99

Total number of pages comprising cover sheet: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

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

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 1999, is by PLAS-TECH (ENGINEERED) PRODUCTS, INC., a Michigan corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as agent of the Lenders referred to below (the "Agent").

### W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of November 19, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the several financial institutions from time to time party thereto and the Agent;

WHEREAS, the Grantor has also executed a Security Agreement, dated as of November 19, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent; and

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided in the Security Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders a continuing security interest in, Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world (including without limitation the registrations and applications listed on Schedule I hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.
3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of

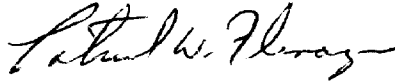
the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Lenders under the Credit Agreement, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth therein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

PLAS-TECH (ENGINEERED) PRODUCTS, INC.

By:   
Its: *TREASURER*

SCHEDULE 1  
to  
Trademark Security Agreement

**TRADEMARKS**

**REGISTERED TRADEMARKS AND SERVICE MARKS**

MARK	CO. NAME HELD IN	REGISTRATION NO.	REG. DATE
<u>NONE.</u>			

**PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS**

MARK	CO. NAME HELD IN	APPLICATION NO.	FILE DATE
1. Miscellaneous Design (Logo)	Plas-Tech (Engineered) Products, Inc.	75/577211	October 26, 1998