02-25-2000

FORM PTO-1618A
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OMB 0651-0027

01-28-2000
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

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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

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger — Effective Date Month Day Year
- [ ] Change of Name
- [ ] Other

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 01/12/2000

Name: INGERSOLL INTERNATIONAL INC.

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: DELAWARE

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BANK ONE, NA

DBA/AKA/TA:

Composed of:

Address (line 1): 1 BANK ONE PLAZA

Address (line 2):

Address (line 3): CHICAGO (City) ILLINOIS/USA (State/Country) 60670 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation
- [ ] Association
- [x] Other: NATIONAL BANKING ASSOCIATION
- [x] Citizenship/State of Incorporation/Organization: UNITED STATES

[ ] 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.)*

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01 FC:481 40.00 OP
02 FC:482 50.00 OP

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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: 202-457-0160

Name: DAVID R. HAARZ

Address (line 1): Dickinson Wright PLLC

Address (line 2): 1901 L Street, NW

Address (line 3): Suite 800

Address (line 4): Washington, DC 20036

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 26

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)		
			940,746	1,537,940	1,540,141

Number of Properties

Enter the total number of properties involved. # 3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 90

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: # 04-1061

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.

DAVID R. HAARZ		JAN. 27, 2000
Name of Person Signing	Signature	Date Signed

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of January 12, 2000 by and between Ingersoll International Inc. ("Ingersoll"), a Delaware corporation (the "Debtor"), and Bank One, NA, a national banking association having its principal office in Chicago, Illinois, in its capacity as Agent (the "Agent") under the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Debtor, the other guarantors party and borrowers thereto, the lenders party thereto and Bank One, NA, in its capacity as Agent, are entering into a Credit Agreement dated as of the date hereof (as it may be amended or modified from time to time, the "Credit Agreement"). The Debtor 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 Secured Parties to extend credit pursuant the Credit Agreement and/or maintain outstanding the Secured Obligations, as defined below.

ACCORDINGLY, the Debtor and the Agent, on behalf of the Secured Parties, 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 Illinois Uniform Commercial Code. Terms defined in the Illinois Uniform Commercial Code which are not otherwise defined in this Security Agreement are used herein as defined in the Illinois Uniform Commercial Code 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 Debtor, whether or not earned by performance, together with all security interests or other security held by or granted to the Debtor to secure such rights to payment.

"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.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Investment Property, Instruments, Inventory, Pledged Deposits, Stock Rights and Other Collateral, wherever located, in which the Debtor 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, computer files, programs, printouts and other computer materials and records related thereto.

"Control" shall have the meaning set forth in Article 8 of the Illinois Uniform Commercial Code 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.

"Equipment" means all equipment, machinery, furniture and goods used or usable by the Debtor in its business and all other tangible personal property (other than Inventory), and all accessions and additions thereto, including, without limitation, all Fixtures.

"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 Debtor in farming operations and all products of any of the foregoing whether or not such products are in their manufactured states.

"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.

"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.

"Investment Property" means a security, whether certificated or uncertificated; a security entitlement; a securities account; a commodity contract; or a commodity account (all as defined in the Illinois Uniform Commercial Code as in effect from time to time).

"Instruments" means all negotiable instruments (as defined in §3-104 of the Illinois Uniform Commercial Code as in effect from time to time), 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.

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"Intercreditor Agreement" means the Agreement dated January 12, 2000 by and among Dresdner Bank AG in Frankfurt Am Main, the Lenders party to the Credit Agreement and Bank One, NA, as contractual representative of Dresdner and the Lenders.

"Inventory" means all goods held for sale or lease, or furnished or to be furnished under contracts of service, or consumed in the Debtor'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 Debtor, and all such goods released to the Debtor or to third parties under trust receipts or similar documents.

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

"Obligations" means all now existing and hereafter arising obligations and liabilities of any Borrower or Guarantor, whether absolute or contingent, direct or indirect, and whether for principal, interest, penalties, premium, fees, indemnifications, reimbursements, damages or otherwise.

"Other Collateral" means any property of the Debtor, 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 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 Debtor other than real estate.

"Pledged Deposits" means all time deposits of money, whether or not evidenced by certificates, which the Debtor may from time to time designate as pledged to the Agent or to any Secured Party 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 Lenders" is defined in the Credit Agreement.

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

"Secured Obligations" means any and all (a) indebtedness, liabilities and other Obligations of any Borrower or Guarantor now or hereafter owing to any Lender or the Agent under or on account of the Credit Agreement, any Letters of Credit, any Notes or other instruments issued to the Lenders pursuant to the Credit Agreement or any other Loan Documents, and all other Secured Obligations (as that term is defined in the Credit Agreement), (b) indebtedness, liabilities and other Obligations of any Borrower or Guarantor now or hereafter owing to any Lender or Affiliate of any Lender under any Rate Hedging Agreements with any Lender or Affiliate of any Lender, and (c) indebtedness, liabilities and other Obligations of any Borrower or Guarantor now or hereafter owing to Dresdner under or on account of the Dresdner Guaranties, 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 any Borrower or Guarantor 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 any Borrower or Guarantor as principal, surety, endorser, guarantor, accommodation party or otherwise, due or to become due, including without limitation all

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principal and all interest (including any interest accruing subsequent to any petition filed by or against any Borrower or Guarantor 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.

"Secured Parties" means the Agent, Dresdner and the Lenders.

"Security" has the meaning set forth in Article 8 of the Illinois Uniform Commercial Code as in effect from time to time

"Stock Rights" means any securities, dividends or other distributions and any other right or property which the Debtor 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 Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"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 Debtor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties and (to the extent specifically provided herein) their Affiliates, a security interest in all of the Debtor'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 Debtor represents and warrants to the Agent and the Secured Parties that:

3.1. Title, Authorization, Validity and Enforceability. The Debtor 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 Debtor of this Security Agreement has been duly authorized by proper corporate proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of the Debtor and creates a security interest which is enforceable against the Debtor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against the Debtor in the locations listed on Exhibit "F", the Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by the Debtor of this Security Agreement, the creation and perfection of the security interest in the Collateral granted 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 Debtor or the Debtor's articles or certificate of incorporation or by-laws, the provisions of any indenture, instrument or agreement to which the Debtor 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 Secured Parties).

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

3.4. Property Locations. Subject to § 4.1.7 and except for Inventory not in the possession of Debtor up to $1,000,000 in aggregate amount of such Inventory for all the Borrowers and Restricted Subsidiaries on a combined basis, the Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by the Debtor except for locations (i) which are leased by the Debtor 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 Debtor has delivered bailment agreements, warehouse receipts, financing statements or other

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documents satisfactory to the Agent to protect the Agent's and the Secured Parties' security interest in such Inventory.

3.5. No Other Names. The Debtor 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 Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Agent by the Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, the Debtor 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 Equipment is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B". 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 (i) the vehicles described in Part B of Exhibit "B" and (ii) patents, trademarks and copyrights held by the Debtor and described in Part C of 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 Debtor as debtor has been filed in any jurisdiction except (i) financing statements naming the Agent on behalf of the Secured Parties as the secured party, and (ii) as described in Exhibit "D".

3.10. Federal Employer Identification Number. The Debtor's Federal employer identification number is 36-2965369.

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 Debtor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "E" 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 Secured Parties hereunder. The Debtor 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 Debtor 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

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

4.1. General.

4.1.1. Inspection. The Debtor will permit the Agent or any Secured Party, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of the Debtor relating to the Collateral and (iii) to discuss the Collateral and the related records of the Debtor with, and to be advised as to the same by, the Debtor'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 Secured Party may determine, and all at the Debtor's expense.

4.1.2. Taxes. The Debtor will pay when due 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 other than Liens permitted pursuant to Article 5.2(c)(i) of the Credit Agreement.

4.1.3. Records and Reports; Notification of Default. The Debtor 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 Secured Parties, such reports relating to the Collateral as the Agent shall from time to time request. The Debtor will give prompt notice in writing to the Agent and the Secured Parties 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 Debtor 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 Debtor 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 Debtor 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 the Credit Agreement, (ii) until such time following the occurrence of a Default as the Debtor receives a notice from the Agent instructing the Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as the Debtor 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 Debtor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D" and (iii) other Liens permitted pursuant to the Credit Agreement.

4.1.7. Change in Location or Name. Except for Inventory not in the possession of Debtor, excluding up to $1,000,000 in aggregate amount of Inventory for all Borrowers and Restricted Subsidiaries on a combined basis, the Debtor 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

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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, in each case, the Debtor 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 Debtor 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 Debtor 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 Debtor 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 Debtor will collect and enforce, at the Debtor's sole expense, all amounts due or hereafter due to the Debtor under the Receivables.

4.2.3. Delivery of Invoices. The Debtor 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 Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the Debtor will disclose such fact to the Agent in writing in connection with the inspection by the Agent of any record of the Debtor relating to such Receivable and in connection with any invoice or report furnished by the Debtor to the Agent relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. The Debtor 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 Debtor 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 Secured Parties, 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 Secured Parties, as an additional insured.

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4.3.3. Titled Vehicles. Excluding up to $250,000 in aggregate amount of titled vehicles for all Borrowers and Restricted Subsidiaries on a combined basis, the Debtor will give the Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Agent noted on any such certificate.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. The Debtor 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), (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, after the occurrence and during the continuance of a Default, 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 Debtor 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 Debtor 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 Debtor 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. Except for the Capital Stock of any entity which is not a Subsidiary, the Debtor 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. Except for the Capital Stock of any entity which is not a Subsidiary, the Debtor 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, except to the Debtor.

4.6.3. Registration of Pledged Securities and other Investment Property. The Debtor will permit any registerable Collateral to be registered in the name of the Agent or its nominee at any time at the option of the Required Lenders.

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4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. The Debtor 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 or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Deposit Accounts. The Debtor 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, 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. 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.

4.8. Federal, State or Municipal Claims. The Debtor will notify the Agent of any Collateral which constitutes a claim against the United States government or any state or local 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. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of the Debtor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by the Debtor of any of the terms or provisions of Article IV or Article VII.

5.1.3. The breach by the Debtor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 10 days after the giving of written notice to the Debtor by the Agent.

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed.

5.1.5. Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise, subject to applicable grace periods, if any.

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

5.2. Acceleration and Remedies. Upon the acceleration of any of the Secured Obligations, the Secured Obligations shall immediately become due and payable without presentment, demand, protest or notice

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of any kind, all of which are hereby expressly waived, and the Agent may, with the concurrence or at the direction of the Required Lenders, exercise any or all of the following rights and remedies:

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 Secured Parties prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Illinois Uniform Commercial Code (whether or not the Illinois Uniform Commercial Code 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 Debtor 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 Debtor'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 Debtor's rights under all licenses and all franchise agreements shall inure to the Agent's benefit. In addition, the Debtor hereby irrevocably agrees that the Agent may, following the occurrence and during the continuance of a Default, sell any of the Debtor's Inventory directly to any person, including without limitation persons who have previously purchased the Debtor's Inventory from the Debtor 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 Debtor and any Inventory that is covered by any copyright owned by or licensed to the Debtor and the Agent may finish any work in process and affix any trademark owned by or licensed to the Debtor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

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No delay or omission of the Agent or any Secured Party 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 Secured Parties required under 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 Secured Parties until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of the Agent, the Debtor 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. After an Event of Default, the Agent may, by giving the Debtor written notice, elect to require that the Receivables be paid directly to the Agent for the benefit of the Secured Parties. In such event, the Debtor shall, and shall permit the Agent to, promptly notify the account debtors or obligors under the Receivables of the Secured Parties' 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 Debtor shall thereafter hold in trust for the Agent, on behalf of the Secured Parties, 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. Nothing in this Section 7.2 or otherwise contained in this Agreement shall limit or otherwise impair the obligations of the Debtor under Article 5.1(g) of the Credit Agreement.

7.3. Special Collateral Account. The Agent may 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 Debtor shall have no control whatsoever over said cash collateral account. If no Default or Unmatured Default has occurred or is continuing, the Agent shall promptly upon receipt thereof deposit the collected balances in said cash collateral account into the Debtor's general operating account with the Agent. If any Default or Unmatured Default has occurred and is continuing, the Agent may (and shall, at the direction of the Required Lenders), 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 described in the Intercreditor Agreement.

ARTICLE VIII

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8.1. Notice of Disposition of Collateral. The Debtor hereby waives 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. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Debtor, 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 Debtor 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 Debtor 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 Debtor has agreed to perform or pay in this Security Agreement and the Debtor shall reimburse the Agent for any amounts paid by the Agent pursuant to this Section 8.3. The Debtor'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 Debtor 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 Debtor 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 Debtor, (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 Debtor 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 Debtor of any of its obligations under this Security Agreement or under any other Loan Document.

8.5. Specific Performance of Certain Covenants. The Debtor 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 Secured Parties, that the Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Agent or the Secured Parties to seek and obtain specific performance of other obligations of the Debtor contained in this

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Security Agreement, that the covenants of the Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Debtor.

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 Debtor 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 Debtor for such use and occupancy.

8.7. Dispositions Not Authorized. The Debtor 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 Debtor 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 Secured Parties 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 Debtor, the Agent and the Secured Parties and their respective successors and assigns, except that the Debtor 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 Debtor 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 Debtor, together with interest and penalties, if any, subject to the limitations, if any, contained in the Credit Agreement. The Debtor 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 Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by the Debtor.

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 Secured Parties 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 Debtor and the Agent relating to the Collateral and supersedes all prior agreements and understandings between the Debtor and the Agent relating to the Collateral.

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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 ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15. Distribution of Reports. The Debtor authorizes the Agent, as the Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Secured Parties or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to the Debtor and its Subsidiaries whether such information was provided by the Debtor or prepared or obtained by the Agent. Neither the Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of the Debtor's and its Subsidiaries' condition which the Agent may in its sole discretion prepare and elect to distribute, nor shall the Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. The Debtor hereby agrees to indemnify the Agent and the Secured Parties, 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 Secured Party is a party thereto) imposed on, incurred by or asserted against the Agent or the Secured Parties, 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 Secured Parties or the Debtor, and any claim for patent, trademark or copyright infringement), provided that no Indemnified Party shall have the right to be indemnified hereunder for any damage caused solely by such Indemnified Party's own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telegraph, telex, fax or nationally established overnight courier service, and shall be deemed received (i) when received by the addressee if sent via the United States mail, postage prepaid, (ii) when delivered to the appropriate office or machine operator for transmission, charges prepaid, if sent by telegraph or telex (answerback confirmed in the case of telexes), (iii) when receipt thereof by the addressee is confirmed by telephone if sent by fax and (iv) one business day after delivery to an overnight courier service, if sent by such service, in each case addressed to the Debtor at the address set forth on Exhibit "A" as its principal place of business, and to the Agent and the Lenders at the addresses set forth in the Credit Agreement or the Intercreditor Agreement, as the case may be.

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

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ARTICLE X

THE AGENT

Bank One, NA has been appointed Agent for the Lenders hereunder pursuant to the Credit Agreement and for Dresdner pursuant to the Intercreditor 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 or by Dresdner to the Agent pursuant to the Intercreditor 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 the Credit Agreement or the Intercreditor Agreement, as the case may be. Any successor Agent appointed pursuant to the Credit Agreement or the Intercreditor Agreement shall be entitled to all the rights, interests and benefits of the Agent hereunder.

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

INGERSOLL INTERNATIONAL INC.

By: _____

Title: _____

BANK ONE, NA,
as Agent

By: _____

Title: _____

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My Commission Expires:_____

STATE OF Illinois)
) SS
COUNTY OF Winnebago)

The foregoing instrument was acknowledged before me this 13 day of January 2000, by William J. Shannon, a Secretary of Ingersoll International Inc., on behalf of said corporation.

Debbie S. Liberatori
Notary Public

My commission expires: 4/9/02

"OFFICIAL SEAL"
DEBBIE S. LIBERATORI
Notary Public, State of Illinois
My Commission Expires 4/09/02

TRADEMARK
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EXHIBIT A
(for Sections 1.1, 1.2, 1.3, 1.17 and 4.1 of Security Agreement)

	International	Milling	Journal Ins.	Cutting Tool	Cutting Tool Michigan	CM Systems	Contract Mach.	Attornation
Principal place of business	707 Fulton Ave. Rockford, IL 61103	707 Fulton Ave. Rockford, IL 61103	606 Fulton Ave. Rockford, IL 61109	1825 Northwood Dr. Troy, MI 48084	3005 Centennial Dr. Midland, MI 48640	6802 Pike Rd. Lowa Park, IL 61111	7725 Burden Rd. Mechanicsburg, IL 62545	
Mailing address	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	707 Fulton Ave. Rockford, IL 61103 Attn: Paul J. Bellows	
Location of real estate records	707 Fulton Ave. Rockford, IL 61103	707 Fulton Ave. Rockford, IL 61103	606 Fulton Ave. Rockford, IL 61103	606 Fulton Ave. Rockford, IL 61107	3005 Centennial Dr. Midland, MI 48640	707 Fulton Ave. Rockford, IL 61103	7725 Burden Rd. Mechanicsburg, IL 62545	
Locations of inventory, equipment & fixtures								
Jurisdiction owned by debtor	None	707 Fulton Ave. Rockford, IL 61103	None	606 Fulton Ave. Rockford, IL 61103	None	3005 Centennial Dr. Midland, MI 48640	6802 Pike Rd. Lowa Park, IL 61111	None
				6761 Industrial Ave. Lowa Park, IL 61111				
				6802 Pike Road Lowa Park, IL 61111				
				2501 S. Wilson St. Rockford, IL 61104				
				2501 S. Meridian St. Rockford, IL 61104				
Ownership interest by debtor	None	None	1825 Northwood Dr. Troy, MI 48084 (Kawasaki Wholesale Bldg Co.) Farmington Hills, MI)	2221 N. Main St. Rockford, IL 61103 (Zanotti Center Co. Lowa Park, IL)	1825 Northwood Dr. Troy, MI 48084 (Fellows Webster Bldg Co. Farmington Hills, MI)	None	7725 Burden Road Mechanicsburg, IL 62545 (Randy Gray Rockford, IL)	
Ownership interest by Principal Debtor in Subsidiaries and Affiliates	None	None	1825 Northwood Dr. Troy, MI 48084 (Kawasaki Wholesale Bldg Co. Farmington Hills, MI)	606 Blackhawk Dr. Ste. Rockford, IL	See attached Exhibit A-1	None	None	None
Actions, restrictions or other conditions pursuant to the Settlement or consummation of any amalgamation	None	None	606 Blackhawk Dr. Ste. Rockford, IL (Production Machine Co. Rockford, IL)	None	None	None	None	None

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Ingersoll Cutting Tool Company

CFI Balance by Location

Inventory Held by Others

Period 1, 2000

	Location		
abb	Air Preheater	Andover Rd, Wellsville, NY, 14895	3,640.00
cnf	Fabris Industrial Mfg. LTD.	1216 South Service Rd, Winona, Ont, L8E 5C4 Canada	17,264.50
dla	Dowty Aerospace	1700 Business Center Dr, Duarte, CA, 91010	40,036.23
ina	Simpson Industries	5832 N. Tillotson St, 0Fremont, IN, 46737	19,200.60
kha	Kelsey Hayes	1600 Wildwood Ave, Jackson, MI, 49202	39,982.90
mhr	Mahar Tool Supply	112 Williams Rd, Saginaw, MI, 48605	121,746.44
nya	Ingersoll Joe Pacileo	321 Woodmere Dr, Tonawanda, NY, 14150	26,091.94
nyb	Dresser Rand Consignment	37 Coats St, Wellsville, NY, 14895	11,952.00
nyc	Hardinge Bros. Consignment	3575 Oakwood Ave, Horseheads, NY, 14845	11,061.21
oha	Simpson Industries	507 WW Indiana St, Edon, OH, 43518	14,756.30
okl	Baker Oil Tools Consignment	3000 N. Hemlock Circle, Broken Arrow, OK, 74012	3,441.00
txr	Reed Instrument Consignment	1525 Blaylock, Houston, TX, 77080	422.10
			309,595.22

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EXHIBIT B					
(See Section 3.8 of Security Agreement)					
Vehicles subject to certificate of title:	Vehicle #	Year/Make/Model	VIN	Title #	State
Ingersoll Milling Machine Company	1654	1989 GMC C7D064	1GDT7D4XKV508557	E7902233	IL
	1832	1991 GMC Van	2GTGG35K8M4505587	H7747654	IL
	1843	1991 Dodge Caravan	2B7GK1132MR221246	G7974683	IL
	1855	1991 GMC Truck	1GDM7H1J8MJ505659	K7758427	IL
	727	1953 Box Trailer	G-214668	N815231	IL
	1178	1981 Sno-Bird Trailer	453	A1427282	IL
	1185	1981 Whitley Manf. Trailer	17614	A4082112	IL
	1880	1989 Acton Trailer	1117443	J6700770	IL
	1881	1989 Acton Trailer	1117444	J6700772	IL
Ingersoll Automation Inc.	2371	1991 Chevrolet G20 Van	1GNEG25K9M7118575	TB236007044	IL
	2372	1994 Chevrolet Pick-up	2GCEC19K8R1301897	TB236007043	IL
Ingersoll CM Systems	2148	1992 Ford F250PU	1FTHX25G5NKA95568	254F1510274T	MI
Patents, copyrights, trademarks					
protected under Federal law	Patent #	Date Filed			
Ingersoll Cutting Tool Company					
Cutter with Nested Indexable Blade	3,660,879	05/09/72			
Indexable Cutting Insert and Holder Therefor	3,662,444	05/16/72			
Fluid Actuated Clamp	3,663,027	05/16/72			
Cutter Tooth Mounting for Fine Wear	3,682,561	08/08/72			
Indexable Cutting Insert and Holder Therefor	3,694,876	10/03/72			
Slotting Cutter and Indexable Inserts Therefor	3,701,187	10/31/72			
Holder for Indexable Cutting Insert	3,708,843	01/09/73			
Cutting Tooth Mounting for Course and Fine Adj.	3,709,625	01/09/73			
Rotary Cutter with Helical Blades	3,715,788	02/13/73			
Indexable Cutting Insert and Holder Therefor	3,716,900	02/20/73			
Indexable Cutting Insert	3,762,005	10/02/73			
Thread-Cutting Apparatus	4,531,863	07/30/85			
Ballnose End Mill and Insert Therefor	4,566,827	01/28/86			
Face Milling Apparatus with Eight-Edged Insert	4,597,695	07/01/86			
Thread-Cutting Apparatus	4,645,386	02/24/87			
Insert Clamping Device and Insert Therefor	4,697,963	10/06/87			
On-Edge End-Milling Insert	4,712,949	12/15/87			
Interfitting On-Edge Inserts for Milling Cutters	4,790,693	12/13/88			
Plunge Milling Insert	5,635,199	06/17/97			
Plunge Milling Cutter	5,820,308	10/13/98			
Milling with Insert Having Cutting-Edge Land	5,876,160	03/02/99			
Indexable Insert Router	5,893,683	04/13/99			
Thread-Rolling Die	5,943,904	08/31/99			
Stiff Drill	6,000,887	12/14/99			
Ingersoll CM Systems					
Single Spindle Crankshaft Machine	3,757,615	09/11/73			
Divided Drive Single Spindle Crankshaft Machine	3,806,653	05/07/74			
Crankshaft Transfer Mechanism	3,966,058	06/29/76			
Crankshaft Machine Stock & Chuck Apparatus	4,044,638	08/30/77			
Method & Apparatus for Machining Crankshafts	4,080,852	03/28/78			
Monotonic cutting machine	4,790,696	12/13/88			
Cutter for Monotonic Cutting Machine	5,037,248	08/06/91			
Apparatus for Fillet Rolling of Crankshafts	5,493,761	02/27/96			
Crankshaft Milling Apparatus	5,707,187	01/13/98			
Method and Apparatus for Machining Holes					
In Crankshafts	5,759,140	06/02/98			

Patents, copyrights, trademarks protected under Federal law, cont'd	Patent #	Date Filed
The Ingersoll Milling Machine Company		
Adjustable Cutter Tooth Mounting	3,937,587	02/10/76
Over and Under Milling Machine	3,954,044	05/04/76
Boring Bar or the Like	3,961,857	06/08/76
Cutter Having Inserts Clamped with Wedges	4,078,868	03/14/78
Tool Head Having Nutating Spindle	4,370,080	01/25/83
Indexable Cutting Insert Having Radiused Cutting	4,411,564	10/25/83
Machine Tool Head Having Nutating Spindle	4,417,379	11/29/83
Tape-Laying Head	4,508,584	04/02/85
Method of Generating Involute Tooth Forms	4,585,474	01/21/86
Dust Collecting Apparatus	4,662,117	05/05/87
Composite Tape Placement Apparatus	4,696,707	09/29/87
Interchangeable Spindle-Head Milling System	4,709,465	12/01/87
Adaptive Control for Tape Laying Head	4,750,965	06/14/88
Laser Gauging of Rotary Cutting Tools	4,966,460	10/30/90
Method for Alignment of Representative Surface	5,117,348	05/26/92
Turning Machine with Pivoted Armature	5,152,202	10/06/92
Octahedral Machine Tool Frame	5,259,710	11/09/93
High-Speed Spindle Unit and Driver	5,322,494	06/21/94
Link System	5,337,462	08/16/94
Octahedral Machine Tool Frame	5,392,563	02/28/95
Octahedral Machine/Hexapodal Triangular	5,401,128	03/28/95
Tape-Laying Head with Curved Tape Laying Cap	5,431,749	07/11/95
Link System	5,444,915	08/29/95
Symmetrical Multi-Axis Linear Motor Machine	5,662,566	09/02/97
High-Speed Hydrostatic Spindle	5,921,731	07/13/99
	Trademark	Date Filed
Ingersoll International Inc.		
Electro-Blast	0940746	08/08/72
Masterhead	1537940	05/09/89
Mastercenter	1540141	05/23/89
The Ingersoll Milling Machine Company		
The Cutting Edge	1035163	07/04/76
High Velocity	2003564	09/24/96
Ingersoll High Velocity	2006864	10/08/96
Octahedral Hexapod (serial # & filing date)	75-345411	06/22/97
Ingersoll Cutting Tool Company		
Ingersoll	0169221	06/12/23
Micro-Mill	0615926	11/01/55
Maxi-Shear	0936078	07/18/72
Maxi-Slot	0936774	08/01/72
Maxi-Finish	1039141	05/11/76
Maxi-Pax	1125511	10/02/79
Maxi-Flat	1172885	10/13/81
Drill-Max	1334006	05/07/85
Maxi-Pro	1407386	09/02/86
Maxi-Effective	1577326	01/16/90
Note: Foreign registrations of these patents & trademarks are not listed.		

EXHIBIT C
(See Section 3.8 of Security Agreement)

LEGAL DESCRIPTION, COUNTY AND STREET ADDRESS OF PROPERTY ON WHICH FIXTURES ARE LOCATED

Pending

TRADEMARK
REEL: 002026 FRAME: 0197

EXHIBIT D
(See Sections 3.9 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

None

TRADEMARK
REEL: 002026 FRAME: 0198

EXHIBIT K
List of Pledged Securities
(See Section 3.11 of Security Agreement)

	International	Milling	Ingersoll Int.	Cutting Tool	Cutting Tool MI	CM Systems	Contract Manf.	Automation	UK	Japan
Stocks	N/A									
-Issuer		to International	to Milling	to International	to Cutting Tool	to International	to International	to International	to Milling to International	to International
-Certificate number		#204	#1	#4	#1	#2	#2	#1	#1 #2	#6
-Number of shares		50,000	1,000	260	1,000	1,000	1,000	1,000	9,999 1	100
Bonds	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Government securities	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Other securities/investment property	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notwithstanding anything in the Pledge and Security Agreement to the contrary or the delivery of stock certifies by the Debtor representing greater than 65% of the total Capital Stock of any Foreign Subsidiary, any grant of a security interest by the Debtor in the Capital Stock of any Foreign Subsidary owned by the Debtor shall be limited to 65% of the total Capital Stock of such Foreign Subsidiary.

01/20/00 THU 14:31 [TX/RX NO 7743]
TRADEMARK
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EXHIBIT F
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Illinois & Michigan statements signed and returned to attorney for:

Ingersoll International Inc.

The Ingersoll Milling Machine Company

Ingersoll Inc.

Ingersoll Cutting Tool Company

Ingersoll Cutting Tool Company (Michigan)

Ingersoll CM Systems Inc.

Ingersoll Contract Manufacturing Company

Ingersoll Automation Inc.

TRADEMARK
RECORDED: 01/28/2000 REEL: 002026 FRAME: 0200