

03-17-2000

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OPR/FINANCE

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

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Conditional Assignment and Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RATH MANUFACTURING CO., INC.

02-01-00

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name LIBERTY PARTNERS LENDERS 10, LLC.

DBA/AKATA

Composed of

Address (line 1) Americas Towers, 34th Floor

Address (line 2) 1177 Avenue of the Americas

Address (line 3) New York New York 10036
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization

03/17/2000 DNGUYEN 00000095 1392948

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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 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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. 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

REEL: 002035 FRAME: 0870

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1,392,948"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1,397,380"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

Bruce O. Bradford

Name of Person Signing

Bruce O. Bradford / JRF

Signature

02/16/00

Date Signed

RATH MANUFACTURING CO., INC.

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARKS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS ("Trademark Conditional Assignment"), dated as of February 1, 2000, is made by RATH MANUFACTURING CO., INC., a Delaware corporation ("Grantor"), in favor of LIBERTY PARTNERS LENDERS 10, LLC ("Lender").

WITNESSETH:

WHEREAS, Gibson Tube, Inc. (the "Borrower"), Liberty Partners Holdings 10, LLC ("Parent") and Lender have entered into a Loan Agreement dated as of November 1, 1999 as amended by the First Amendment of even date herewith (as further amended, modified and supplemented from time to time, the "Loan Agreement"), which is incorporated herein by reference and pursuant to which Borrower and Lender have agreed that Lender shall make a loan to Borrower;

WHEREAS, Grantor has executed and delivered a Subsidiary Guaranty of even date herewith (as amended, modified and supplemented from time to time, the "Subsidiary Guaranty") in favor of the Lender guaranteeing all of the Obligations of the Borrower to the Lender under the Loan Agreement, the Note and other related agreements;

WHEREAS, in connection with the Subsidiary Guaranty, Grantor has executed and delivered to Lender both a Security Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Security Agreement") and a Conditional Assignment of Intellectual Property and Security Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Conditional Assignment of Intellectual Property");

WHEREAS, Grantor shall derive substantial benefit and advantage from the financial accommodations to Borrower set forth in the Loan Agreement, including the loans and advances made to Borrower thereunder, and it shall be to Grantors' direct interest and economic benefit to assist Borrower in procuring such financial accommodations from Lender;

WHEREAS, Grantor has duly authorized the execution, delivery and performance of this Trademark Conditional Assignment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and to induce Lender to enter into the Loan Agreement, the parties hereto agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein which are defined in the Loan Agreement, Subsidiary Guaranty, Security Agreement or the Conditional Assignment of Intellectual Property (collectively, the "Finance Documents") shall have the meanings set forth therein or which are defined in the UCC shall have the meanings set forth therein.

2. Grant of Security Interest and Conditional Assignment. As security for the full and timely payment, observance and performance of the Secured Obligations, Grantor hereby grants to Lender a continuing security interest in and a right of setoff against, and effective upon demand upon the occurrence of an Event of Default, assigns, transfers and conveys to Lender, all of Grantor's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto).

3. Purpose. This Trademark Conditional Assignment has been executed and delivered by Grantor for the purpose of registering with the United States Patent and Trademark Office the grant of a security interest and conditional assignment herein, and in the Security Agreement and the Conditional Assignment of Intellectual Property. The security interest and conditional assignment granted hereby has been granted as a supplement to, and not in limitation of, the security interest and conditional assignment granted to Lender under the Security Agreement and under the Conditional Assignment of Intellectual Property with respect to the Intellectual Property Collateral. The Security Agreement and the Conditional Assignment of Intellectual Property (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with their respective terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Filing this Trademark Conditional Assignment. The party that files this Trademark Conditional Assignment with the U.S. Patent and Trademark Office ("PTO") shall: (i) complete accurately, and include as part of such filing, the PTO's "Recordation Form Cover Sheet" for trademarks and shall indicate on such cover sheet that the nature of the conveyance is a security agreement; (ii) provide the other party hereto with copies of such filings; and (iii) pay all applicable filing fees.

6. Counterparts. This Trademark Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RATH MANUFACTURING CO., INC.

By: Frank Fenton
Its: RESIDENT

Address: 2505 Foster Avenue
Janesville, Wisconsin 53545

Attention: Frank Fenton
Telecopy: (608) 754-0889

LIBERTY PARTNERS LENDERS 10, LLC

By: Liberty Partners, L.P.
Its: Manager

By: Liberty Capital Partners, Inc.
Its: General Partner

By: _____
Its: _____

Address:
c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: Paul J. Huston
Stephen J. Fisher
Telecopy: (212) 354-0336

STATE OF NEW YORK)
) ss:
CITY OF NEW YORK)

On the 31 day of January, 2000, before me personally came Frank Fenton who is personally known to me to be the President of Rath Manufacturing Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RATH MANUFACTURING CO., INC.

By: _____
Its:

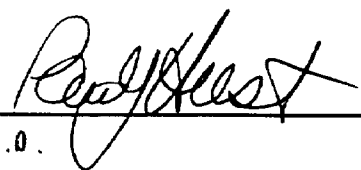
Address: 2505 Foster Avenue
Janesville, Wisconsin 53545

Attention: Frank Fenton
Telecopy: (608) 754-0889

LIBERTY PARTNERS LENDERS 10, LLC

By: **Liberty Partners, L.P.**
Its: Manager

By: **Liberty Capital Partners, Inc.**
Its: General Partner

By:  _____
Its: n.o.

Address:
c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: Paul J. Huston
Stephen J. Fisher
Telecopy: (212) 354-0336

STATE OF NEW YORK)
) ss: NY
CITY OF NEW YORK) NY

On the 31 day of Jan, 2000, before me personally came PAUL J. HUSTON who is personally known to me to be the _____ of Liberty Capital Partners, Inc., who, being duly sworn, did depose and say that he is the _____ of Liberty Capital Partners, Inc., the entity described in and which executed the foregoing instrument on behalf of Liberty Partners Lenders 10, LLC; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such entity; and that he acknowledged said instrument to be the free act and deed of said entity.

Jo Ann Amelio
Notary Public

JO ANN AMELIO
Notary Public, State of New York
No. 01AM5029868
Qualified in Richmond County
Commission Expires July 5, ~~19~~ 2000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RATH MANUFACTURING CO., INC.

By: Frank Fenton
Its: PRESIDENT

Address: 2505 Foster Avenue
Janesville, Wisconsin 53545

Attention: Frank Fenton
Telecopy: (608) 754-0889

LIBERTY PARTNERS LENDERS 10, LLC

By: **Liberty Partners, L.P.**
Its: Manager


By: **Liberty Capital Partners, Inc.**
Its: General Partner

By: _____
Its:

Address:
c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: Paul J. Huston
Stephen J. Fisher
Telecopy: (212) 354-0336

STATE OF NEW YORK)
) ss:
CITY OF NEW YORK)

On the 31 day of January, 2000, before me personally came Frank Fenton who is personally known to me to be the President of Rath Manufacturing Co., Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the President of such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RATH MANUFACTURING CO., INC.

By: _____
Its:

Address: 2505 Foster Avenue
Janesville, Wisconsin 53545

Attention: Frank Fenton
Telecopy: (608) 754-0889

LIBERTY PARTNERS LENDERS 10, LLC

By: **Liberty Partners, L.P.**
Its: Manager

By: **Liberty Capital Partners, Inc.**
Its: General Partner

By:  _____
Its: *N.D.*

Address:
c/o Liberty Capital Partners, Inc.
Americas Towers, 34th Floor
1177 Avenue of the Americas
New York, New York 10036
Attention: Paul J. Huston
Stephen J. Fisher
Telecopy: (212) 354-0336

STATE OF NEW YORK)
) ss: n4
CITY OF NEW YORK) n4

On the 31 day of Jan, 2000, before me personally came PAUL J. HUSTON who is personally known to me to be the _____ of Liberty Capital Partners, Inc., who, being duly sworn, did depose and say that he is the _____ of Liberty Capital Partners, Inc., the entity described in and which executed the foregoing instrument on behalf of Liberty Partners Lenders 10, LLC; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such entity; and that he acknowledged said instrument to be the free act and deed of said entity.

Jo Ann Amelio
Notary Public

JO ANN AMELIO
Notary Public, State of New York
No. 01AM5029868
Qualified in Richmond County
Commission Expires July 5, ~~19~~ 2000

SCHEDULE A

U.S. Trademark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RATH MICRO WELD and design	1,392,948	05/13/86
MICRO WELD	1,397,380	06/17/86

U.S. Trademark Applications:

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
	None	

Foreign Trademark Registrations:

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
	None		

Foreign Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
	None		