



02/18/00
**RECORDATION
 TRADE**

04-17-2000

U.S. DEPARTMENT OF COMMERCE
 Patent and Trademark Office

03-13-2000

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #57



101321449

Documents or copy thereof.

Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Rath Manufacturing Co., Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Amended & Restated Trademark Security Agreement

Execution Date: February 3, 2000

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as agent

Internal Address: _____

Street Address: 4 Metro Tech Center

City: Brooklyn State: NY ZIP: 11245

- Individual(s) citizenship _____
 Association _____
 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,392,948 1,397,380

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

04/17/2000 DNGUYEN 00000073 1392948

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01 FC:481
 02 FC:482

40.00 OP
 25.00 OP

DO NOT USE THIS SPACE

3. 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.

Laura Konrath

Signature

2/18/00

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
 REEL: 002052 FRAME: 0051

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

WHEREAS, Rath Manufacturing Co., Inc., a Delaware corporation ("Grantor") with its principal place of business at 2505 Foster Avenue, Janesville, Wisconsin 53545, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark Licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor, certain lenders (collectively, the "Prior Lenders"), The Chase Manhattan Bank (successor-in-interest to Chemical Bank), a New York banking corporation ("Chase Manhattan"), as administrative agent and agent for the Prior Lenders, and Heller Financial, Inc., as agent for the Prior Lenders, are party to that certain Credit Agreement dated as of April 3, 1995 (the same, as it may have been heretofore amended, restated, supplemented or otherwise modified, the "Prior Credit Agreement") providing for extensions of credit to be made to Grantor by the Prior Lenders;

WHEREAS, Grantor, the Lenders, Chase Manhattan, as Administrative Agent (in such capacity, "Grantee"), Agent and Documentation Agent, and Heller Financial, Inc., as Agent and Syndication Agent, desire to amend and restate the Prior Credit Agreement pursuant to an Amended and Restated Credit Agreement of even date herewith (the same, as it may hereafter be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement");

WHEREAS, as a condition to the extension of credit under the Prior Credit Agreement, Grantor entered into (i) a Security Agreement dated as of April 3, 1995 (the same, as it may have been heretofore amended, restated, supplemented or otherwise modified, the "Prior Security Agreement") in favor of Chase Manhattan, as administrative agent under the Prior Credit Agreement, pursuant to which Grantor granted a security interest in substantially all of the assets of Grantor and (ii) a Trademark Security Agreement dated April 3, 1995 (the same, as it may have been heretofore amended, restated, supplemented or otherwise modified, the "Prior Trademark Security Agreement") which included a specific description of the security interest in all Trademark Collateral (as defined in the Prior Trademark Security Agreement);

WHEREAS, as a condition to the extension of credit under the Credit Agreement, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of the date hereof (the same, as it may hereafter be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"; terms used herein and not otherwise defined herein having the respective meanings provided for in the Security Agreement), between Grantor and Grantee, Grantor has granted and reaffirmed to Grantee a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Secured Obligations;

WHEREAS, Grantor will continue to derive substantial benefit and advantage from the Loans and other financial accommodations extended to Grantor under the Credit Agreement; and

WHEREAS, to induce Grantee, the Agents and the Lenders to enter into the Credit Agreement, to make and continue the Loans and other financial accommodations thereunder, Grantor has agreed to amend and restate the Prior Trademark Security Agreement pursuant to the terms and conditions set forth in this Trademark Security Agreement (this "Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for its benefit and the benefit of the Agents and the Lenders, a continuing security interest in, and reaffirms its grant of a security interest to Grantee, for its benefit and the benefit of the Agents and the Lenders, in, all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule I and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted and reaffirmed in conjunction with the security interests granted and reaffirmed to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement amends and restates in its entirety the Prior Trademark Security Agreement. Upon the effectiveness of this Agreement, the terms and provisions of the Prior Trademark Security Agreement shall be superseded hereby; provided, that the Lien on and security interest in the Trademark Collateral granted pursuant to the Prior Trademark Security Agreement shall in all respects be continuing and in effect.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 3rd day of February, 2000.

RATH MANUFACTURING CO., INC.

By: Frank Fenton

Name: FRANK FENTON

Title: PRESIDENT

Acknowledged:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its duly authorized officer thereunto as of this 3rd day of February, 2000.

RATH MANUFACTURING CO., INC.

By: _____

Name: _____

Title: _____

Acknowledged:

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: Michael J. Miller

Name: MICHAEL J. MILLER

Title: V.P.


ACKNOWLEDGEMENT

STATE OF WE)

) ss.

COUNTY OF Rich)

On this 31 day of January, 2000 before me personally appeared Frank Fenton, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as President of Rath Manufacturing Co., Inc., a Delaware corporation, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires: 07/16/00

Schedule 1 to Trademark Security Agreement

Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Rath Micro Weld and Design	1,392,948	05/13/86
Micro Weld	1,397,380	06/17/86

Trademark Applications

NONE

Trademark Licenses

NONE

[BORROWER TO UPDATE]