

FORM PTO-1594
1-31-92



NET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

101421591

attached original documents or copy thereof.

1. Name of conveying party(ies):
MILTEX TECHNOLOGY CORPORATION

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

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

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

Name: GENERAL ELECTRIC CAPITAL CORPORATION
Internal Address: _____
Street Address: 355 MADISON AVENUE
City: NY Country: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/07/00

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

A. Trademark Application No.(s)
SEE ATTACHED

Additional numbers attached? Yes No

B. Trademark registration No.(s) SEE ATTACHED

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

Name: CLIFFORD CHANCE ROGERS + WELLS LLP
Internal Address: PATTY DEL RIO
Street Address: 200 PARK AVENUE
City: NY State: NY ZIP: 10166

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 490.00

Enclosed
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

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

PATRICIA M. DEL RIO Patricia M. Del Rio 8/1/00
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

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

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

TRADEMARKS**Pending U.S. Trademark Applications**

OUR FILE	MARK	FILING DATE	SERIAL NO.
MLTX0270US	CARB-N-SERT	07/13/1998	75/517,835
MLTX0300US	EURO-STAT	05/10/1999	75/702,736
MLTX0310US	BASELINE	07/01/1999	75/756,186
MLTX0330US	B-TYPE	09/20/1999	75/802,203
MLTX0340US	K-TYPE	09/20/1999	75/802,920
MLTX0350US	T-TYPE	09/20/1999	75/802,202
MLTX0360US	F-TYPE	12/18/1999	75/874,563
MLTX0370US	G-TYPE	12/18/1999	75/874,562

Issued U.S. Trademark Registrations

OUR FILE	MARK	ISSUE DATE	REG. No.
MLTX0001US	N-TRAILIG	06/04/1985	1,339,073
MLTX0030US	VANTAGE	05/22/1993	959,490
MLTX0010US	MILTEX	06/19/1993	961,585
MLTX0020US	MILTEX MX	06/19/1993	961,584
MLTX0120US	MILTEX	03/22/1994	1,827,146
MLTX0140US	GRAC-EASE	12/12/1995	1,941,836
MLTX0200US	CERAM-A-GRIP	07/22/1997	2,082,512
MLTX0190US	EZ-ZYME	09/23/1997	2,100,351
MLTX0230US	TIP-IT	09/29/1998	2,192,904
MLTX0220US	MILTEX EDGE	03/23/1999	2,235,189
MLTX0250US	NIP-IT	10/05/1999	2,284,037

Pending Foreign Trademark Applications

OUR FILE	MARK	COUNTRY	FILING DATE	SERIAL No.
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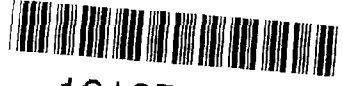
MLTX0031PK	VANTAGE	Pakistan	06/07/1994	125,419
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Issued Foreign Trademark Registrations

OUR FILE	MARK	COUNTRY	ISSUE	REG. No.
MLTX0010AU	MILTEX	Australia	08/01/1993	449,540
MLTX0010CA	MILTEX	Canada	02/03/1993	225,826
MLTX0010JA	MILTEX	Japan	01/30/1996	1,801,159
MLTX0010KO	MILTEX	Korea	09/04/1991	77,933
MLTX0010MX	MILTEX	Mexico	01/25/1992	213,643
MLTX0010PK	MILTEX	Pakistan	01/11/1999	65,128
MLTX0010PR	MILTEX	Puerto Rico	11/05/1995	26,614
MLTX0010TA	MILTEX	Taiwan	12/31/1991	167,496
MLTX0030CA	VANTAGE	Canada	12/11/1987	335,118
MLTX0030MX	VANTAGE	Mexico	07/27/1992	282,438
MLTX0030PR	VANTAGE	Puerto Rico	11/05/1995	26,615

RE RE
MAY 11/2000

05-09-2000



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To the Honorable Commissioner of, 101354726

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Miltex Technology Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 01/07/00

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation
 Internal Address: Janet Silverman, VP
 Street Address: 355 Madison Avenue, 12th Floor
 City: New York State: NY ZIP: 10017

- 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)
see attached

B. Trademark Registration No.(s)
see attached

Additional numbers attached? Yes No

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

Name: Clifford Chance Rogers & Wells
 Internal Address: Haroon Chishti, LA

Street Address: 1 New York Plaza

City: NY State: NY ZIP: 10004

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

02/01/2000 DNGUYEN 00000166 MILTEX T C
 01 FC:481 40.00 DP
 02 FC:482 450.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

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

B. April Brady
Name of Person Signing

B. April Brady
Signature

1/10/00
Date

Total number of pages including cover sheet, attachments, and document: 5

**MILTEX TECHNOLOGY CORPORATION
TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of January 7, 2000 is entered into by and between **MILTEX TECHNOLOGY CORPORATION**, a Delaware corporation ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Agent for Lenders ("**Agent**").

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof among ASP/Miltex Intermediate, Inc. ("**Borrower**"), Grantor, Agent, the other Persons who are Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein as Lenders (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), Lenders agreed to make available to Borrower, upon the terms and conditions thereof, a revolving and term credit facilities of up to \$52,000,000 in aggregate;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

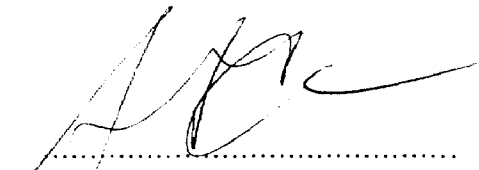
1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex a to the Credit Agreement.
2. **Grant Of Security Interest In Trademark Collateral.** To secure the Obligations, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
 - (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;
 - (b) all reissues, continuations or extensions of the foregoing;

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Security Agreement.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

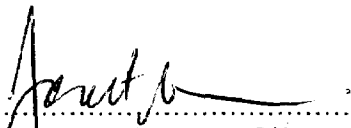
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTEX TECHNOLOGY CORPORATION

By: 
Name: Steven F. Chilinski
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Janet Silverman
Title: Vice-President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 7th day of January, 2000 before me personally appeared Steven F. Chilinski,
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing
instrument on behalf of **MILTEX TECHNOLOGY CORPORATION**, who being by me duly sworn did
depose and say that he/she is an authorized officer of said corporation, that the said instrument was
signed on behalf of said corporation as authorized by its Board of Directors and that he/she
acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

HAROON I. CHISHTI
Notary Public, State of New York
No. 01CH6024765
Qualified in New York County
Commission Expires May 17, 2001