FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

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07-19-2000

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #26

D

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

ORDATION 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
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

TRADEMARK FEE PROCESS RECEIVED
2000 JUL 19 P 3:30
US PATENT & TRADEMARK OFFICE

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: HOLM ACQUISITION COMPANY

Execution Date Month Day Year: 06/30/2000

Formerly:

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

Receiving Party

[x] Mark if additional names of receiving parties attached

Name: THE PENINSULA FUND II LIMITED PARTNERSHIP

DBA/AKA/TA:

Composed of:

Address (line 1): 535 GRISWOLD STREET

Address (line 2): THE BUHL BUILDING - SUITE 2050

Address (line 3): DETROIT (City) MICHIGAN / USA (State/Country) 48226 (Zip Code)

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

[ ] 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.)*

FOR OFFICE USE ONLY

08/07/2000 MTHAI1 00000223 1373777

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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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	DICKINSON WRIGHT PLLC
Address (line 1)	1901 L STREET, NW
Address (line 2)	SUITE 800
Address (line 3)	WASHINGTON, DC 20036
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. # 5

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)		
			1,373,777	1,328,510	772,334
			806,740		

Number of Properties

Enter the total number of properties involved. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 115.00

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		July 17, 2000
Name of Person Signing	Signature	Date Signed

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	DICKINSON WRIGHT PLLC
Address (line 1)	1901 L STREET, NW
Address (line 2)	SUITE 800
Address (line 3)	WASHINGTON, DC 20036
Address (line 4)	

Correspondent Name and Address

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David R. Haarz		July 17, 2000
Name of Person Signing	Signature	Date Signed

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CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☑ Mark if additional names of receiving parties attached

Name: MARLBOROUGH CAPITAL INVESTMENT FUND III, LP

DBA/AKA/TA

Composed of

Address (line 1): 9 NEWBURY STREET

Address (line 2)

Address (line 3): BOSTON (City) MASSACHUSETTS / USA (State/Country) 02116 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ 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 the Assignment.)*

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Trademark Application Number(s)			Registration Number(s)		

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Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☑ Mark if additional names of receiving parties attached

Name: MARLBOROUGH CAPITAL INVESTMENT FUND IIIB, LP

DBA/AKA/TA

Composed of

Address (line 1): 9 NEWBURY STREET

Address (line 2)

Address (line 3): BOSTON (City) MASSACHUSETTS / USA (State/Country) 02116 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

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Trademark Application Number(s)			Registration Number(s)		

SECURITY AGREEMENT
(Trademark)

THIS SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 30, 2000, among HOLM ACQUISITION COMPANY ("Company" and sometimes a "Debtor"), and THE PENINSULA FUND II LIMITED PARTNERSHIP, a Delaware limited partnership ("Peninsula"), MARLBOROUGH CAPITAL INVESTMENT FUND III, LP, a Delaware limited partnership ("Marlborough III") and MARLBOROUGH CAPITAL INVESTMENT FUND IIIB, L.P., a Delaware limited partnership ("Marlborough IIIB" and together with Peninsula and Marlborough III, the "Secured Party").

WITNESSETH

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of June 30, 2000 (as amended or otherwise modified from time to time, the "Note Purchase Agreement"), among the Company and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to purchase the Senior Subordinated Notes (as defined in the Note Purchase Agreement) from the Company provided therein; and

WHEREAS, in connection with the Note Purchase Agreement, the Debtor has executed and delivered a Security Agreement dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the Purchase of the Senior Subordinated Notes ("Notes") under the Note Purchase Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to purchase the Notes pursuant to the Note Purchase Agreement, Debtor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtor does hereby mortgage, pledge and hypothecate to the Secured Party and grant to the Secured Party a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and commitment (whether optional or obligatory) to extend any credit under the Note Purchase Agreement has been terminated, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

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

SECTION 6. Other Agreements, etc. This Agreement is an Other Agreement executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Subordination Agreement. This Agreement is subject to the terms and conditions of that certain Senior Subordination Agreement of even date herewith by and among Company, Secured Party and Comerica Bank as Agent for the Banks defined therein

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

HOLM ACQUISITION COMPANY

By: _____
Larry W. Giles, Jr.
Its: President

Address: 500 W. Madison #3890
Chicago, IL 60661
Attention: President
Facsimile No: 312-277-0163

SECURED PARTY

THE PENINSULA FUND II LIMITED PARTNERSHIP

By: Peninsula Capital Partners L.L.C.
Its: General Partner

By:_____
Scott A. Reilly
President

MARLBOROUGH CAPITAL INVESTMENT FUND III, L.P.

By: Marlborough Capital Partners III, L.L.C.,
Its: General Partner

By:_____

Title:_____

MARLBOROUGH CAPITAL INVESTMENT FUND IIIB, L.P.

By: Marlborough Capital Partners III, L.L.C.,
Its: General Partner

By:_____

Title:_____

Attention: Metropolitan Loan Division F/Group Manager

Facsimile: No: (313) 222-3503

Trademark Agreement
ATTACHMENT 1
to Agreement (Trademark)

Item A. **Trademarks**

Registered Trademarks

Country	Trademark	Registration No.
USA	OEM	1,373,777
USA	MAXPOWR	1,328,510
USA	JARROW	772,334
USA	MAGNET-ALL	806,740
MEXICO	HOLM INDUSTRIES	447,774
MEXICO	HOLM INDUSTRIES	447,775

Pending Trademark Applications

None

Expired, Abandoned or Cancelled Trademarks

None

Trademark Applications in Preparation

None

Item B. **Trademark Licenses**

None

Doc #:CH02 (05688-00038) 1141033v2;06/26/2000/Time:11:42