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

09-22-2000

101465876

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

9

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

8.29.00

[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: 06 30 2000

[ ] Change of Name

[ ] Other [ ]

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Holm Industries, Inc.

Execution Date
Month Day Year: 06 30 2000

Formerly: [ ]

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other [ ]

[X] Citizenship/State of Incorporation/Organization: Indiana

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Comerica Bank, as Agent

DBA/AKA/TA: [ ]

Composed of: [ ]

Address (line 1): 500 Woodward Avenue

Address (line 2): [ ]

Address (line 3): Detroit (City) Michigan (State/Country) 48226 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: a Michigan banking corporation

[ ] Citizenship/State of Incorporation/Organization: [ ]

[ ] 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 75.00 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 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 (734) 761-3780

Name: Angela Alvarez Sujek

Address (line 1): Bodman, Longley & Dahling LLP

Address (line 2): 110 Miller, Ste. 300

Address (line 3): Ann Arbor, MI 48104

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 6

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)		
			1373777	0806740	
			1328510		
			0772334		

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 [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-2880

Authorization to charge additional fees: Yes [X] 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.

Angela Alvarez Sujek	Angela Alvarez Sujek	8/22/00
Name of Person Signing	Signature	Date Signed

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 30, 2000, between Holm Industries, Inc., successor by reason of merger to Holm Acquisition Company ("Company" and sometimes a "Debtor"), and Comerica Bank in its capacity as agent for the Banks referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2000 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Company, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Company and to provide for the issuance of Letters of Credit for the account of Company, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have 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

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks 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 Banks to make Advances (including the initial Advance) to the Company pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of the Banks, 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 Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks 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 Debtors for the purpose of registering the security interest of the Secured Party and the Banks 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 Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks 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 Credit Agreement has been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors 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.

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SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks 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. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit 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.

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.

DEBTORS:

HOLM INDUSTRIES, INC.

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

Address: 745 S. Gardner Street
Scottsburg, Indiana 47170
Attention: President
Facsimile No.: (812) 752-3563

COMERICA BANK, as Agent for the Banks

By: Scott A. Knight
Title: Vice President
Address: One Detroit Center
6th Floor
Detroit, MI 48275-3280

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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

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