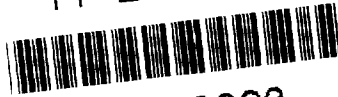


11-20-2000



101523823

11.20.00

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

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

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- 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)

11/21/2000 DNGUYEN 00000057 874674

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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)

RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

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)

Registration 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"/>

<input type="text" value="874674"/>	<input type="text" value="881233"/>	<input type="text" value="1388144"/>
<input type="text" value="1233393"/>	<input type="text" value="1182755"/>	<input type="text" value="438806"/>
<input type="text" value="873350"/>	<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.

Sharon S. Patterson

Sharon S. Patterson

11/15/00

Name of Person Signing

Signature

Date Signed

TRADEMARK MORTGAGE

^{N. 10/19/00} THIS TRADEMARK MORTGAGE (this "Mortgage"), made as of the 13th day of ~~October~~, 2000 by and between JEWELL INSTRUMENTS, LLC, a Delaware limited liability company (the "Borrower"), and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("Lender").

W I T N E S S E T H

WHEREAS, pursuant to a certain WCMA Loan and Security Agreement of even date herewith between the Borrower and Lender (as amended or otherwise modified from time to time, the "Loan Agreement"), (i) Lender has agreed to make certain loans to the Borrower, and to extend certain other financial accommodations to or for the benefit of the Borrower and (ii) the Borrower has granted to Lender a continuing security interest in certain of the Borrower's assets, including, without limitation, the Trademarks (as defined below);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and Lender agree as follows:


1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, the Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in the Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE.

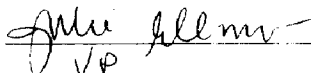
IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

JEWELL INSTRUMENTS, LLC

By: 
Title: MANAGER

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By 
Its VP

SCHEDULE A

TRADEMARKS

<u>Trademark Description</u>	<u>Registration Number</u>
MODUTEC	874,674
M (and Design)	881,233
BIG LITTLE	1,388,144
A (and Design)	1,233,393
A (and Design)	1,182,755
EMICO	438,806
EMICO (and Design)	873,350

TRADEMARK APPLICATIONS

None.