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11-22-2000

Docket No.:

4229-G-13



101523990

led original documents or copy thereof.

To the Honorable Commissioner of Patents a

1. Name of conveying party(ies):

**CHG Acquisition Corp.**

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **Feb. 1, 2000**

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

Name: **BHF (USA) Capital Corp**

Internal Address: **(Administrative Agent)**

Street Address: **590 Madison Avenue**

City: **New York** State: **NY** ZIP: **10022**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

**1,032,929**

Additional numbers attached?  Yes  No

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

Name: **Ronald E. Brown**

Internal Address: **Pitney, Hardin, Kipp & Szuch LLP**

Street Address: **711 Third Avenue**

**20th Floor**

City: **New York** State: **NY** ZIP: **10017**

6. Total number of applications and registrations involved:.....

**1**

7. Total fee (37 CFR 3.41):.....\$ **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**50-1145 (Order No. 504225.093422)**

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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.

**Ronald E. Brown**

Name of Person Signing

Signature

**November 8, 2000**

Date

Total number of pages including cover sheet, attachments, and

**6**

## TRADEMARK SECURITY AGREEMENT

WHEREAS, CHG ACQUISITION CORP., a Delaware corporation (herein referred to as "Grantor"), owns the Marks (as defined in the Security Agreement referred to below) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders and BHF (USA) Capital Corporation, as Lender, Administrative Agent and Arranger for such lenders (the "Lenders") are parties to a Credit Agreement, dated as of February 1, 2000, (as amended, supplemented otherwise or modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and BHF (USA) Capital Corporation, as Collateral Agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks (as defined in the Security Agreement), whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest 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 arising or acquired:

(i) each Mark, including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm 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.

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Conference Center

617-951-8683

P. 4

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_ day of January, 2000.

CHG ACQUISITION CORP.,  
as Grantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

BHF (USA) CAPITAL CORPORATION,  
as Collateral Agent

By:   
Name: Gordon H. Muesel  
Title: Vice President


By:   
Name: Maria C. Levy  
Title: Associate

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 1 day of

February, 2000.

CHG ACQUISITION CORP.,  
as Grantor

By:   
Name:  
Title:

Acknowledged:

BHF (USA) CAPITAL CORPORATION,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Gordon H. Muessel  
Title: Vice President

By: \_\_\_\_\_  
Name: Maria C. Levy  
Title: Associate

STATE OF MASSACHUETS        )  
  )  
COUNTY OF SUFFOLK         )        ss.:

On the 1 day of February, 2000, before me personally came Rubus Clark, to me personally known to me the person described in and who executed the foregoing instrument as Vice President of CHG Acquisition Corp., who being by me duly sworn, did depose and say that he is a Vice President of CHG Acquisition Corp., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

*Mary F. McIntosh*

[Seal]

My commission expires:

MARY F. McINTOSH  
Notary Public  
My Commission Expires July 17, 2003

## SCHEDULE OF MARKS

### U.S. Trademarks

Name	Registration Number	Registration Date
1. FIRE CHIEF*	1,032,929	February 10, 1976

\* CHG Acquisition Corp. is acquiring this trademark in connection with the purchase of the assets of Component Hardware Group, Inc., which was assigned the mark by Standard-Keil/Tap-Rite, L.L.C. However, a trademark search indicates that the mark was subsequently assigned to Wells Fargo Bank (Texas) N.A. by TapRite-Fascco Manufacturing, Inc. and is encumbered by a security interest in favor of CoreStates Bank.

### Foreign Trademarks

Name	Registration Number	Registration Date	Country
1. Standard Keil†	1,779,044	unknown	Japan

† CHG Acquisition Corp. is acquiring this trademark in connection with the purchase of the assets of Component Hardware Group, Inc., which acquired the mark from Standard-Keil. CHG Acquisition Corp. is not aware of the current status of the mark.