

12-22-2000

Patents To 1
 Trademarks Plea



Trademarks:
copy thereof.

101559670

1. Name of Party(ies) conveying an interest:

Layton Acquisition, Inc. dba Benwil Industries, Inc.

MRO
12.21.00

Address of Party(ies) receiving an interest:

Name: FINOVA Capital Corporation
Internal Address: _____
Street Address: 355 South Grand Avenue
City: Los Angeles
State: California Zip: 90071

Entity (e.g. Layton Acquisition, Inc. dba Benwil Industries, Inc.):

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

Entity (FINOVA Capital Corporation):

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____
Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

Yes
 No

3. Interest Conveyed:

Assignment Association
 Security Agreement Limited Partnership
 Other _____

Execution Date: As of October 4, 2000

4. Application number(s), patent numbers, or registration number(s). Additional sheet attached:

Yes
 No

Trademark Registration Number 770724

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

Name: Federal Research Corporation
Internal Address: Ms. Penelope Agooda
Street Address: 400 Seventh Street, N.W., Suite 101
City: Washington
State: District of Columbia Zip: 20004

6. Number of applications, patents, or registrations involved:

1

7. Amount of fee enclosed or authorized to be charged:

\$40.00 Filing Fee

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

DO NOT USE THIS SPACE

9. Date of execution of attached document As of October 4, 2000

10. 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 documents.

December 19, 2000
Date

Signature

Paul Toland

Name of Person Signing

12/22/2000 DMGUYEN 00000017 770724

01 FC:481

40.00 DP

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 4, 2000, is executed by LAYTON ACQUISITION, INC. dba BENWIL INDUSTRIES, INC. ("Borrower"), in favor of FINOVA Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof among Borrower and Lender (the "Loan Agreement"), Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION
355 South Grand Avenue, Suite 2400
Los Angeles, CA 90071
Attn: Manager
Telephone No.: (213) 253-1523
Telecopier No.: (213) 253-1517

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed
as of the day and year first above written.

LAYTON ACQUISITION, INC. dba
BENWIL INDUSTRIES, INC.

By: 
Name: Murray Lugash
Title: Chief Executive Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Los Angeles)

On June 28, 2000, before me, Michael Thompson, A Notary Public
(Name and Title of Officer)

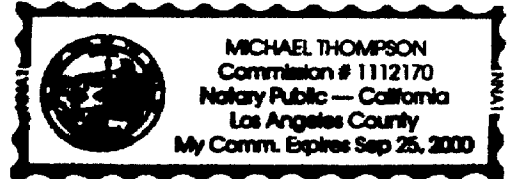
personally appeared Murray Lugash

personally known to me
-or-

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Michael Thompson
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Globe	United States	06/02/64	770724
Globe	Canada	4/12/57	106288

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Date Filed</u>	<u>Application No.</u>
None.			

1-B-2

DOCSLA1:349616.1
7797-30 GDS

RECORDED: 12/21/2000

TRADEMARK
REEL: 002198 FRAME: 0035