FORM PTO-1618A Expires 06/30/99

OMB 0651-0027

02-21-2001

101617684

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

### J.12.01

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

		ADEMARKS ONLY	: 	
[	TO: The Commissioner of Patents and Trademai	<u> </u>	ginal document(s) or copy(ies).	
l	Submission Type	Conveyance Type	To the case of the control of the co	
	x New	Assignment	License	
	Resubmission (Non-Recordation) Document ID#	X Security Agreement	Nunc Pro Tunc Assignment	
		Merger	Effective Date  Month Day Year	
	Correction of PTO Error Reel # Frame #	merger		
	Corrective Document	Change of Name		
	Reel # Frame #	Other		
	Conveying Party	X Mark if additional names of conveyin	g parties attached Execution Date	
	Name Mckechnie Investments, Inc.		Month Day Year November 20, 2000	
	Worked in the state of the stat			
	Formerly			
	Individual General Partnership	Limited Partnership X	Corporation Association	
	Other			
	X Citizenship/State of Incorporation/Organiza	<b>ation</b> Delaware		
	Receiving Party	Mark if additional names of receiving	parties attached	
	Name Deutsche Bank AG London			
	DBA/AKA/TA			
	Composed of			
	Address (line 1) Winchester House			
	Address (line 2) One Great Winchester Street			
		1 [		
ŀ	Address (line 3) London	United Kingdom State/Country	EC2N 2DB	
	City		Zip Code If document to be recorded is an	
	Individual General Partnership	Limited Partnership X	assignment and the receiving party is	
ļ	Corporation Association		not domiciled in the United States, an appointment of a domestic representative should be attached.	
,	X Other Bank		(Designation must be a separate document from Assignment.)	
	X Citizenship/State of Incorporation/Organiza	Federal Republic of Germany		
05/50/3	A CONTRACTOR OF THE CONTRACTOR	OR OFFICE USE ONLY		
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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. 20533. 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

#### Page 2

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

Domestic Representative Name a	nd Address Enter for the first !	Receiving Party only.
Name Shearman & Sterling		
Address (line 1) Attn: David Klein		
Address (line 2) 599 Lexington Avenue	Millional 16-4379 data (17)	
Address (line 3) New York, NY 10022		
Address (line 4)		
Correspondent Name and Addres	S Area Code and Telephone Number	212 848 4406
Name Alexander M. Kim		
Address (line 1) Shearman & Sterling		
Address (line 2) 599 Lexington Avenue		
Address (line 3) New York, New York 1002	22	
Address (line 4)		
Pages Enter the total number of including any attachmen	of pages of the attached conveyance donts.	# 18
Trademark Application Number(s)  Enter either the Trademark Application Number or  Trademark Application Number(s)  75/833,902  75/846,899	the Registration Number (DO NOT ENTER BOTH	<u></u>
	2,274,713	0,778,871 0,778,675
Number of Properties Ent	er the total number of properties involv	red. # 15
Fee Amount Fee A	mount for Properties Listed (37 CFR 3.4	<b>41):</b> \$ 390.00
Method of Payment:	Enclosed X Deposit Account	
Deposit Account (Enter for payment by deposit account of	or if additional fees can be charged to the account  Deposit Account Number:	.) # 50-0324
	Authorization to charge additional fed	es: Yes X No
attached copy is a true copy of t indicated herein.	d belief, the foregoing information is transfer to deposit of the original document. Charges to deposit of the control of the	ue and correct and any osit account are authorized, as
Alexander M. Kim Name of Person Signing	Signature	Date Signed

#### **RECORDATION FORM COVER SHEET** CONTINUATION TRADEMARKS ONLY

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

Conveying Party Enter Additional Conveying Party	X Mark if additional names of conveying parties attached  Execution Date  Month Day Year
Name Western Sky Industries, LLC	November 20, 2000
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organiza	tion Delaware
Receiving Party Enter Additional 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)	State/Country Zip Code
Individual General Partnership Corporation Association Other	Limited Partnership  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.)
Citizenship/State of Incorporation/Organiza	tion
Trademark Application Number(s) or Re  Enter either the Trademark Application Number or the Regist  Trademark Application Number(s)	gistration Number(s) Mark if additional numbers attached ration Number (DO NOT ENTER BOTH numbers for the same property).  Registration Number(s)
	0,713,772 1,190,430 0,974,++258
	0,724,693

**TRADEMARK** 

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# RECORDATION FORM COVER SHEET 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
Name Valley-Todeco, Inc.	Month Day Year November 20, 2000
Formerly	
Individual General Partnership	Limited Partnership X Corporation Association
Other	
X Citizenship/State of Incorporation/Organization	Delaware
Receiving Party Enter Additional 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)	State/Country Zip Code
Individual General Partnership	Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an
Corporation Association Other	appointment of a domestic representative should be attached.  (Designation must be a separate
Citizenship/State of Incorporation/Organization	document from Assignment.)
Trademark Application Number(s) or Regis  Enter either the Trademark Application Number or the Registration	tration Number(s) Mark if additional numbers attached  n Number (DO NOT ENTER BOTH numbers for the same property).
Trademark Application Number(s)	Registration Number(s)
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#### RECORDATION FORM COVER SHEET **CONTINUATION** TRADEMARKS ONLY

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

Conveying Party Enter Additional Conveying Party  Name   Hartwell Corporation   Hartwell Corporation   Formerly	
Name	Enter Additional Conveying Party Execution Date
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Citizenship/State of Incorporation/Organization  Receiving Party Enter Additional Receiving Party  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  State/Country  Tip Code  Individual  General Partnership  Corporation  Association  Association  Association  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).	Formerly
Receiving Party	Individual General Partnership Limited Partnership X Corporation Association
Receiving Party  Enter Additional Receiving Party  Name  DBA/AKA/TA  Composed of  Address (line 1)  Address (line 2)  Address (line 3)  City  State/Country  If document to be recorded is an assignment and the receiving parties attached  Corporation  Association  Association  Trademark Application Number(s) or Registration Number(s)  Mark if additional names of receiving parties attached  (Document from Assignment.)  Mark if additional names of receiving parties attached  (Designation must be a separate document from Assignment.)	Other
Name   DBA/AKA/TA   DBA/AKA/TA	X Citizenship/State of Incorporation/Organization California
DBA/AKA/TA  Composed of  Address (line 1)  Address (line 2)  Address (line 3)  City  State/Country  Zip Code  Individual  General Partnership  Limited Partnership  assignment 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.  Other  Other  Citizenship/State of Incorporation/Organization  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).	
Composed of  Address (line 1)  Address (line 2)  Address (line 3)  City  State/Country  Zip Code  Individual  General Partnership  Limited Partnership  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.  Other  Other  Citizenship/State of Incorporation/Organization  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).	Name
Address (line 1)  Address (line 2)  Address (line 3)  City  State/Country  Zip Code  Individual  General Partnership  Limited Partnership  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.  Other  Other  Citizenship/State of Incorporation/Organization  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).	DBA/AKA/TA
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Address (line 3)  City  State/Country  Zip Code  Individual  General Partnership  Limited Partnership  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.  Other  Other  Citizenship/State of Incorporation/Organization  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).	Address (line 1)
Individual   General Partnership   Limited Partnership   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.    Other   (Designation must be a separate document from Assignment.)    Citizenship/State of Incorporation/Organization   Mark if additional numbers attached	Address (line 2)
Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)  Citizenship/State of Incorporation/Organization  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).	
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Citizenship/State of Incorporation/Organization  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).	Other (Designation must be a separate
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**TRADEMARK** 

**REEL: 002238 FRAME: 0307** 

#### **RECORDATION FORM COVER SHEET** CONTINUATION TRADEMARKS ONLY

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

Conveying Party  Enter Additional Conveying Party  X Mark if additional names of conveying parties attached Execution Date Month Day Year
Name Mckechnie Vehicle Components USA November 20, 2000
Formerly
Individual General Partnership Limited Partnership X Corporation Association  Other
X Citizenship/State of Incorporation/Organization Delaware
Receiving Party  Enter Additional Receiving Party  Name  Mark if additional names of receiving parties attached
DBA/AKA/TA
Composed of
Address (line 1)
Address (line 2)
Address (line 3)  City State/Country Zip Code
Individual General Partnership Limited Partnership 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.  Other (Designation must be a separate document from Assignment.)
Citizenship/State of Incorporation/Organization
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)

**TRADEMARK** 

**REEL: 002238 FRAME: 0308** 

#### APPOINTMENT OF DOMESTIC REPRESENTATIVES

75633902

Deutsche Bank AG London hereby appoints the following attorneys to record the attached assignments, to otherwise transact all business in the Patent and Trademark Office connected herewith, and to act as domestic representatives upon whom may be served notices or process in proceedings connected herewith:

James R. Warnot, Jr., Reg. No. 34,455 Donna Marie Werner, Reg. No. 36,719 David M. Klein, Reg. No. 35,221 Antoinette E. Baker, Reg. No. 44,018 David E. Boundy, Reg. No. 36,461 Alex V. Chachkes, Reg. No. 41,663 Warren L. Nachlis, Reg. No. 41,216 Anthony Meola, Reg. No. 44,936

Please send all correspondence in connection with this matter to:

David M. Klein, Esq. Shearman & Sterling 599 Lexington Avenue New York, NY 10022

Direct telephone calls to David M. Klein, Esq. at telephone number (212) 848-4882.

Dated: 11th January 2001

Name: Richard Peters

Deutsche Bank AG London

Capacity: Vice President

By:

Name: Scott Stangen

Deutsche Bank AG London

Capacity: Associate

Shearman & Sterling

22. JAN. 2001 16:58

MO. 3900 P. 2

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated November 20, 2000, is made by the persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Deutsche Bank AG London, as security agent (the "Security Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Mozart Jersey Holdings No. 1 Limited and certain of its subsidiaries have entered into (a) a Credit Facilities Agreement dated as of August 5, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Facilities Agreement"), with Deutsche Bank AG London, as Security Agent, and the lenders and the other financial institutions party thereto and (b) a Senior Subordinated Credit Facility Agreement dated as of August 5, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Senior Subordinated Facilities Agreement") with the Security Agent and the lenders and the other financial institutions party thereto.

WHEREAS, each Grantor has executed and delivered that certain Security Agreement dated November 20, 2000 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms used and not defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Security Agent for the ratable benefit of the Secured Parties, and have agreed to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral"): the United States, international, and foreign patents and patent applications set forth in Schedule I hereto (as such Schedule I may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "IP Security Agreement Supplement"), executed and delivered by such Grantor to the Security Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

1

LNDOCS01/191901.1

the United States and foreign trademark and service mark registrations and applications set forth in Schedule II hereto (as such Schedule II may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Trademarks");

the copyrights, United States and foreign copyright registrations and applications set forth in Schedule III hereto (as such Schedule III may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Security Agent from time to time) (the "Copyrights");

any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of the foregoing.

Section 2. <u>Security for Obligations</u>. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. <u>Execution in Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. <u>Governing Law</u>. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

2

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

> MCKECHNIE INVESTMENTS, INC., a Delaware corporation

Name: Bruce E. Graben

Title: Vice President

MCKECHNIE PLASTIC COMPONENTS (MN) INCORPORATED,

a Delaware corporation

Name: Bruce E. Graben

Title: Vice President

MCKECHNIE-HAWKE, INC.,

a Delaware corporation

Name: Bruce E. Graben

Title:

Treasurer

MCKECHNIE PLASTIC COMPONENTS, INC., a

South Carolina corporation

Name: Bruce E. Graben

Title: Vice President

P.S.M. FASTENER CORPORATION, a New Jersey corporation

Name: Bruce E. Graben
Title: Vice President

DLO INVESTMENTS, INC., a Delaware corporation

Name: Bruce E. Graben
Title: Vice President

HAWKE CABLE GLANDS AMERICA, L.C., a Texas limited liability company

By: MCKECHNIE HAWKE, INC., a

Delaware corporation, its sole

member

Name: Bruce E. Graben

Title: Treasurer

VALLEY-TODECO, INC.,a Delaware corporation

Name: Bruce E. Graben

Title: Treasurer

## DFS INTERNATIONAL INC., a Delaware corporation

By: // Swill State Name: Bruce E. Graben

Title: Vice President

HARTWELL CORPORATION, a California corporation

Name: Bruce E. Graben

Title: Treasurer

ARGER ENTERPRISES, INC., a Nevada corporation

Name: Bruce E. Graben

Title: Treasurer

JESSE INDUSTRIES, INC.,

a Nevada corporation

Name: Bruce E. Graben

Title: Treasurer

MCKECHNIE AEROSPACE USA, INC.,

a Delaware corporation

Name: Bruce E. Graben

Title: Vice President

## WESTERN SKY INDUSTRIES, LLC, a Delaware limited liability company

By: MCKECHNIE INVESTMENTS,

INC., a Delaware corporation, its

sole member

y: SMU

Name: Bruce E. Graben Title: Vice President

MCKECHNIE VEHICLE COMPONENTS USA, INC., a Delaware corporation

By: 71000

Name: Bruce E. Graben Title: Vice President

DEUTSCHE BANK AG LONDON as Security Agent

By	7	•
-		

Name:

Title:

#### WESTERN SKY INDUSTRIES, LLC, a Delaware limited liability company

MCKECHNIE INVESTMENTS, By: INC., a Delaware corporation, its sole member

Name: Bruce E. Graben Title: Vice President

MCKECHNIE VEHICLE COMPONENTS USA, INC., a Delaware corporation

By:\_\_\_\_\_

Name: Bruce E. Graben Title: Vice President

**DEUTSCHE BANK AG LONDON** 

as Security Agent

Name: KONAN KOME-SMITH
Title: ASSISTANT VICE RESIDENT

DARRY JEFFERIES

rector

#### Schedule I

# PATENTS, TRADEMARKS AND TRADE NAMES, COPYRIGHTS AND LICENSES

OCS01/191901.1

McKechnie Plastic Components, Inc.

Patent

US Patent No. 6,036,138 - fiber optic spool

5,398,835--Collapsible Material Handling Container Having Improved Corner Interlock 5,467,885--Collapsible Material Handling Container Having Improved Corner Interlock 5,474,200 --Lidded Container Having Security Hinge

Western Sky Industries, ILC Patents and Trademarks

- 1. U.S. Patent # 4,568,846 Feb 4,1986 P.M. Laminated rotor with conductor bars....
- 2. U.S. Patent #4,523,076 Jun 11, 1985 Automatic Welding Machine.....
- 3. U.S. Trademark # 1,314,327 "Vari Hertz" Jan 15, 1985

#### Valley-Todeco, Inc.

#### Trademarks:

VT (1,058,213)
 VT LOGO (1,082,283)
 VT LOGO (1,121,291)

#### Attorney of Record

Paul, Hasting, Janofsky & Walker 555 Flower St. Los Angeles, CA 90017-2371 Attn: Deanne H. Ozaki, Esq.

Western Sky Industries, LLC Expired Patents

- 3,652,111 Mar. 28, 1972 (Method of swage joining a metallic tube to an insert.) This patented the convoluted insert.
- 3,722,076 Mar. 27, 1973 (Method of swage joining a metallic tube to an insert.)
  This patented the process of swaging a convoluted insert into an aluminum tube.
- 3,951,238 Apr. 20, 1976 (Linear motion arresting device.) This patented the first "Snubber Assembly."
- 3,990,542 Nov. 9, 1976 (Linear motion arresting device.)
  This patented an improved version of the "Snubber Assembly."
- 4,097,163 Jun. 27, 1978 (Method of swage joining a rod end to a tube.) This patented the knurled rod end.
- 4,114,250 Sep. 19, 1978 (Method of fixing a threaded tube to a threaded shank)
  This patented a method of fixing a rod and or insert into a metallic tube.
- 926157 (Canadian Patent) May 15, 1973 (Method of swage joining a metallic tube to an insert and the product thereof)
- 462,941 (Australian Patent) Dec 30, 1971 (Method of swage joining a metallic tube to an insert and the product thereof)
- 4183694 Jan 15, 1980 (Combination tube fixed to a shank or nipple)
- 4.114.250 Sep 19, 1978 (Method of fixing a threaded tube to a traded shank or nipple)
- 2,862,215 Dec 2, 1958 (Machine for forming threads within a metallic tube by swaging)
- 4097163 Jun 27, 1978 (Method of swage joining a rod end to a tube and the product thereof)
- 3990542 Nov 9, 1976 (Linear motion arresting device)
- 3951238 Apr 20, 1976 (Linear motion arresting device)

Western Sky Industries, LLC Expired Patents

3722076 Mar 27, 1973 (Method of swage joining a metallic tube to an insert)

3652111 Mar 28, 1972 (Method of swage joining a metallic tube to an insert and the product thereof)

Western Sky Industries, LLC Patents

4,690,730 Sep 4. 1984 (Composite base structure and end fitting joint and method) Western Sky Industries, LLC Trademarks

887395. TYEE. Renewed May 22, 1990. In force for ten years. (Requesting renewal)

887394. INDIAN HEAD DESIGN (Logo). Renewed Jun 19, 1990. In force for ten years. (Requesting renewal)

		McKech Per	McKechnie Vehicle Components (USA), Inc.  Pending U.S. and Foreign Patents
Serial No.	('ountry	Filing Date	Subject
09/062,136	U.S.	04-17-98	A wheel cover including a hub lock and a rim lock.
09/332,307	U.S.	06-14-99	A method of forming a wheel cover with a wrap by spinning the wheel cover.
09/314,443	U.S.	66-61-50	A fixture for setting a flexible hose in a predetermined three-dimensional path for brake fluid handling systems.
09/283,057	U.S.	04-01-99	A wheel cover including a nut cap and a lug well, the lug well including a nut cap stop and a locking flange.
09/368,997	U.S.	66-90-80	A center cap assembly including a disk and a plurality of stand-along lug nut engaging retainers.
09/372,947	U.S.	08-12-99	A retaining article including a ring having a plurality of openings to receive portions of a wheel cover and a plurality of legs to engage lug nuts.
09/541,454	U.S.	03-31-00	A composite wheel cover having a disk fabricated from one material and a plurality of lug wells fabricated from a second material.
09/640,147	U.S.	08-16-00	Lug caps having retention detents extending through a threaded portion of an interior thereof to abut against a lug nut and be prevented from unscrewing.
09/658,438	U.S.	00-80-60	A method for securing a wheel cover to a wheel by offsetting the temperatures of each allowing one to expand with respect to the other.
09/668,653	U.S.	09-22-00	A retaining article used to retain a wheel cover to a wheel wherein legs extending out from the retaining article have integral supports
2,129,396	Canada	03-03-94	A wheel cover having a mechanical lock at the outer periphery thereof.
2,269,101	Canada	06-51-50	A wheel cover including a hub lock and a rim lock.
9712685.3	Brazil	04-28-99	A method forming a locking shoulder and an extension flange to lock the shoulder against the rim flange with the extension flange overlapping the rim.

9712687-0	Brazil	04-28-99	A composite wheel assembly including an annular rim, a spider, an ornamental applique, a separately formed structural insert, a curable adhesive and a resilient filler between the insert rim and spider.
9903085-3	Brazil	04-16-99	A wheel cover including a hub lock and a rim lock.
86/98805	Australia		A method including forming a locking shoulder and an extension flange to lock the shoulder against the rim flange with the extension flange overlapping the rim.
49152.97	Australia	10-17-97	A composite wheel assembly including an annular rim, a spider, an ornamental applique, a separately formed structural insert, a curable adhesive and a resilient filler between the insert rim and spider.
23752/99	Australia	04-13-99	A wheel cover including a hub lock and a rim lock.
97913777.5	ЕРС	10-22-97	A method including forming a locking shoulder and an extension flange overlapping the rim.
97911880.9	EPC		A composite wheel assembly including an annular rim, a spider, an ornamental applique, a separately formed structural insert, a curable adhesive and a resilient filler between the insert rim and spider.
99201093.4	ЕРС	04-12-99	A wheel cover including a hub lock and a rim lock.
10-520641	Japan	10-22-97	A method including forming a locking shoulder and an extension flange to lock the shoulder against the rim flange with the extension flange overlapping the rim.
10-520576	Japan	10-17-97	A composite wheel assembly including an annular rim, a spider, an ornamental applique, a separately formed structural insert, a curable adhesive and a resilient filler between the insert rim and spider.
11-110358	Japan	66-61-10	A wheel cover including a hub lock and a rim lock.
PCT/US94/13248	PCT	11-22-04	A wheel cover having a mechanical lock at the outer periphery thereof.
PCT/US98/15931	PCT	07-31-98	A wheel cover having a lug well, a retention leg extending out from the lug well and a compression nut to compress the retention leg against the lug nut.

		W	McKechnie Vehicle Components (USA), Inc.  Issued U.S. and Foreign Patents
Patent No.	Country.	Issue Date	Subject
4,577,909	U.S.	03-25-86	A wheel cover using hooks and straps for a retention system wherein the hooks and straps extend between the wheel and a center cap.
5,181,767	U.S.	01-26-93	A wheel cover assembly having a lug stud opening with a segmented slot intersecting an internal thread pattern.
5,368,370	U.S.	11-29-94	A wheel cover having a mechanical lock at the outer periphery thereof.
5,461,779	U.S.	10-31-95	A method of making a wheel cover having a mechanical lock at the outer periphery thereof.
5,820,225	U.S.	10-13-98	A composite wheel assembly including an annular rim, a spider, an ornamental applique, a separately formed structural insert, a curable adhesive and a resilient filler between the insert, rim and spider.
5,842,749	U.S.	12-01-98	A wheel cover including a lug opening, a nut cap and an insert member having a lower body portion that includes a relief slot.
5,829,843	U.S.	11-03-98	A method including forming a locking shoulder and an extension flange to lock the shoulder against the rim flange with the extension flange overlapping the rim.
5,918,946	U.S.	66-90-20	A wheel cover having a lug well, a retention leg extending out from the lug well and a compression nut to compress the retention leg against the lug nut.
5,921,634	U.S.	07-13-99	A wheel cover assembly overlapping a radial side of a rim having an annular outer connecting portion adjacent thereto and an extension flange extending out past the annular outer connecting portion and over the rim flange.
1,082,756	Canada	07-29-80	Body side protective molding which is attached to the vertical side surfaces of an automotive vehicle.
188,243	Mexico	03-12-98	A wheel cover having a mechanical lock at the outer periphery thereof.
0785875	Spain	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.

0785875	Italy	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.
0785875	Sweden	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.
0785875	EPC	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.
2938574	Japan	66-11-90	A wheel cover having a mechanical lock at the outer periphery thereof.
0785875	Germany	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.
0785875	U.K.	02-23-00	A wheel cover having a mechanical lock at the outer periphery thereof.
233800	Korea	09-14-99	A wheel cover having a mechanical lock at the outer periphery thereof.

## McKechnie Vehicle Components (USA), Inc. U.S. and Foreign Trademarks

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Identifying No.	Application/Registration	Country
2,274,713	Registered (08-31-99)	U.S.
75/833,902	Application (10-29-99)	U.S.
75/846,899	Application (11-12-99)	U.S.
816,400	Application (06-27-96)	Canada
266841	Application (06-28-96)	Mexico
599941	Registered (02-02-99)	Mexico
2,037,580	Registered (01-07-97)	Spain
96/632,087	Registered (06-28-96)	France
97/694.087	Registered (09-08-97)	France
98/745,466	Registered (08-07-98)	France
RM96C002960	Registered (08-28-98)	Italy
96.17248	Registered (09-12-96)	Monaco
742,431	Registered (08-26-97)	Australia
768269	Registered (07-23-98)	Australia
129959	Registered (09-17-98)	Greece
166,793	Registered (10-21-96)	Austria
9892	Registered (10-23-96)	Liechtenstein
443.000	Registered (06-24-97)	Switzerland
01.773 1997	Registered (04-19-97)	Denmark
320,704	Registered (01-10-97)	Sweden
176,555	Registered (06-28-96)	Ireland
598,524	Registered (07-01-97)	Benelux
4130102	Registered (03-27-98)	Japan
39628591	Registered (01-13-97)	Germany
39740927	Registered (01-21-98)	Germany
398 43 048.9/12	Registered (09-04-98)	Germany
2,103,894	Registered (06-28-96)	U.K.
	Identifying No.  2,274.713  75/833.902  75/846,899  816,400  266841  599941  2,037,580  96/632,087  97/694.087  98/745,466  RM96C002960  96.17248  742,431  768269  129959  166,793  9892  443.000  01.773 1997  320,704  176,555  598,524  4130102  39628591  39740927  398 43 048.9/12	Identifying No.         Application Registration           2,274.713         Registered (08-31-99)           75/833.902         Application (10-29-99)           75/846.899         Application (01-12-99)           816,400         Application (06-27-96)           266841         Application (06-28-96)           599941         Registered (02-02-99)           2,037,580         Registered (06-28-96)           97/694.087         Registered (09-08-97)           98/745,466         Registered (08-07-98)           RM96C002960         Registered (08-28-98)           96.17248         Registered (09-12-96)           742,431         Registered (08-26-97)           768269         Registered (09-17-98)           129959         Registered (09-17-98)           166,793         Registered (10-21-96)           9892         Registered (06-24-97)           01.773 1997         Registered (06-24-97)           176,555         Registered (06-28-96)           598,524         Registered (06-28-96)           4130102         Registered (03-27-98)           39628591         Registered (01-13-97)           39740927         Registered (06-28-96)           2,103,894         Registered (06-28-96)

Mark	Identifying No.	Application Registration	Country
Multiclad	2,143,229	Registered (08-28-97)	U.K.
Plasticlad	2,173,730	Registered (08-03-98)	U.K.
Duraclad	392587	Registered (01-23-98)	Korea
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### Hartwell Corporation Trademarks and Tradenames

In addition to the HC\* Logo, Hartwell has registered trademarks for the following:

Dialatch\*
Bailatch\*
Nylatch\*
Trigger-lock\*
Micro\* Hinge
H-5000\*
Rate-Chek\*
Lockwell\*
Plus Latch\*
Adjusta-Keeper\*

The following trademarks we identify with a "\*" indicating that we consider them as trade names, but they are not registered:

Missile Air \*
Gripwell \*
Kwik Release \*
Strut-Lok\*
Lever-Lok\*
Twist-Lok\*
Scaffold Loc\*

**RECORDED: 02/12/2001**