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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  <u>Summit Manufacturing, LLC</u>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>IBJ Whitehall Bank &amp; Trust Company</u> Internal Address: _____ Address: _____  Street Address: <u>One State Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10004</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address( es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <u>April 12, 2001</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>400</u> B. Trademark Registration No.(s) <u>75906985</u>  Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Clement B. Wood, Esq.</u> Internal Address: <u>Eaton + Van Winkle</u>  Street Address: <u>3 Park Avenue</u> <u>16<sup>th</sup> Floor</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10016</u>			6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">1</span>		
			7. Total fee (37 CFR 3.41).....\$ <u>40</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: _____  <small>(Attach duplicate copy of this page if paying by deposit account)</small>		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i>  <u>Matthew S. Cohen</u> <u>Matthew S Cohen</u> <u>4/26/01</u> Name of Person Signing                              Signature                              Date  Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">4</span>					

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**THE SECURITY INTERESTS GRANTED PURSUANT HERETO ARE JUNIOR AND SUBORDINATE TO THE SECURITY INTERESTS GRANTED PURSUANT TO THE SECURED BANK OBLIGATIONS DOCUMENTS (DEFINED IN THE INTERCREDITOR AGREEMENT AS DEFINED IN THE SECURITY AGREEMENT REFERRED TO AND DEFINED BELOW)**

TRADEMARK SECURITY AGREEMENT dated April 12, 2001 made by Summit Manufacturing, LLC, a Pennsylvania limited liability company, having its principal place of business at 255 Kiwanis Blvd., West Hazleton, PA 18201 (the "Grantor"), in favor of IBJ Whitehall Bank & Trust Company, for itself and as Representative ("IBJW"), having its principal place of business at One State Street, New York, New York 10004 (together with any successor thereto, the "Grantee").

The Grantor is party to the Subordinated Debenture and Warrant Purchase Agreement dated as of April 12, 2001 (the "Debenture Agreement"), pursuant to which the Grantee purchased: (a) a Subordinated Debenture ("Subordinated Debenture") in the stated principal amount of Five Million Dollars (\$5,000,000.00); and (b) a Membership Interest Purchase Warrant ("Warrant") to be issued by the Company in accordance with the terms and conditions of the Debenture Agreement. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Debenture Agreement.

In connection with the Debenture Agreement, the Grantor and the Grantee entered into a Subordinated Security Agreement dated April 12, 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Grantee for the benefit of the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "Trademark Collateral") and the goodwill of the business symbolized thereby.


The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. Subject to the terms of the Intercreditor Agreement, the Debenture Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. Subject to the terms of the Intercreditor Agreement, the Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

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

SUMMIT MANUFACTURING, LLC

By:   
Name: Peter M. Askey  
Title: Vice President and Treasurer

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Registration # 75906985

Date: January 31, 2000

Description: "EXPRESS POLE"