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06-11-2001

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



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documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies):

Southern Metal Products, LLC

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 25, 2001

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional numbers attached? Yes No

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

Name: Elizabeth Szklarz

Internal Address: Chapman and Cutler

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/08/2001 TBIAZI 00000063 2435538

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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.

Gregory T. Pealer

Name of Person Signing

Signature

Signature

6/1/01

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK COLLATERAL AGREEMENT

This 25th day of May, 2001, Southern Metal Products, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 450 W. McNab Road, Ft. Lauderdale, Florida 33309, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

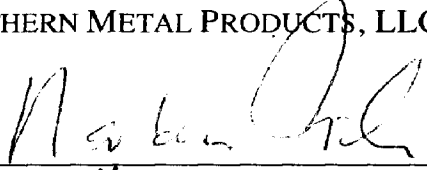
(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of May 24, 2001 between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted, then that application shall cease to be partially exempted from this Agreement.

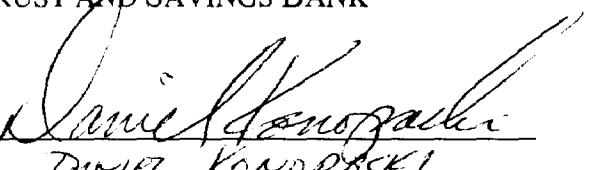
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SOUTHERN METAL PRODUCTS, LLC

By 
Name Marikus Jscovich
Title Manager

HARRIS TRUST AND SAVINGS BANK

By 
Name DANIEL KONDRACKI
Title VICE PRESIDENT

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

I, Marianne Elliott a Notary Public in and for said County, in the State aforesaid, do hereby certify that Markus Iserich, Manager of Southern Metal Products, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 27th day of May, 2001.



(NOTARIAL SEAL)

Marianne Elliott
Notary Public

(Type or Print Name)

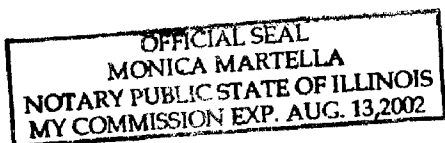
Commission expires:

7.13-2002

STATE OF Illinois)
) SS
COUNTY OF COOK)

I, Monica Martella, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dan Konopacki, vice president of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such vice president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 25th day of May, 2001.



Monica Martella
Notary Public

(Type or Print Name)

(NOTARIAL SEAL)

Commission expires:

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
MAGNUM FORCE	2,435,538	3/13/01

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
	NONE	