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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

07-30-2001

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy the



101793390

1. Name of conveying party(ies):

Key Industries, Inc.

07/16/01

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

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

2. Name and address of receiver

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.

Internal Address: _____

Street Address: 5420 LBJ Freeway, Suite 200

City: Dallas State Texas ZIP: 75240

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation- New York
- Other

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

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

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

Execution Date: May 31, 2001

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

A. Trademark Application No.(s)

75/934,987

B. Trademark registration No.(s)

542,701	1,369,126
819,933	1,615,828
1,196,886	1,727,717
1,197,997	1,941,417

Additional numbers attached? Yes No

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

Name: Andre M. Szuwalski
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$ 590.00

- Enclosed \$590.00
- Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number:
10-0447

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

DO NOT USE THIS SPACE

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.

Andre M. Szuwalski
Name of Person Signing

Signature

7/10/01

Date

07/27/2001 LMIELLER 00000127 75934987

01 FC:481
02 FC:482

40.00 OP
550.00 OP

Total number of pages comprising cover sheet: 2

Additional Trademark Registration Numbers:

1,960,617
1,965,655
2,028,508
2,082,680
2,089,602
2,255,489
2,378,461
536,623
536,624
669,330
398,268
578,317
670,636
1,965,654



TRADEMARK SECURITY AGREEMENT
(Key Industries, Inc.)

07-16-2001
U.S. Patent & TMOtc/TM Mail Rpt Dt #26

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between KEY INDUSTRIES, INC., a Kansas corporation ("Debtor"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation ("Secured Party"), pursuant to that certain Financing Agreement dated as of May 31, 2001 (as amended, restated, or otherwise modified, the "Financing Agreement") among Debtor and Secured Party. All terms defined in the Financing Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Financing Agreement.

RECITALS:

A. Pursuant to the terms of the Financing Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark, including, without limitation, the agreements identified on Schedule 1 ("Trademark Licenses"), and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor'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 created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Financing Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 31st day of May, 2001.

DEBTOR:

KEY INDUSTRIES, INC.

By: William Pollock
Name: William Pollock
Title: Chairman

SECURED PARTY:

**THE CIT GROUP/
COMMERCIAL SERVICES, INC.**

By: _____
Name: _____
Title: _____

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Financing Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 31st day of May, 2001.

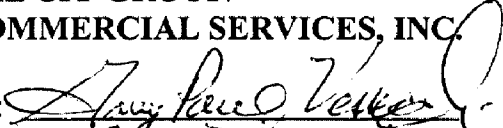
DEBTOR:

KEY INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

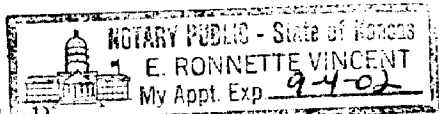
**THE CIT GROUP/
COMMERCIAL SERVICES, INC.**

By: 
Name: Cathy P. Vesecchia
Title: Vice President

ACKNOWLEDGMENT

STATE OF Kansas)
)
COUNTY OF Bourbon)

This instrument was acknowledged before me this 30 day of May, 2001, by William Felbeck, as CEO of Key Industries, Inc., a Kansas corporation, on behalf of such company.



{Seal}

E. Ronnette Vincent
Notary Public in and for the State of

My commission expires: 9-4-02

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of May, 2001, by _____, as _____ of The CIT Group/Commercial Services, Inc., a New York corporation, on behalf of such bank.

{Seal}

Notary Public in and for the State of

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
 COUNTY OF _____)

This instrument was acknowledged before me this ___ day of May, 2001, by _____, as _____ of Key Industries, Inc., a Kansas corporation, on behalf of such company.

{Seal}

 Notary Public in and for the State of _____

My commission expires: _____

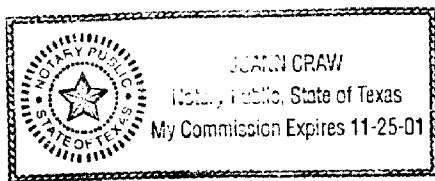
STATE OF Texas)
 COUNTY OF Dallas)

This instrument was acknowledged before me this 31st day of May, 2001, by Gary Paul Vecichinas Vice President of The CIT Group/Commercial Services, Inc., a New York corporation, on behalf of such bank.

{Seal}

J. Ann Crawford
 Notary Public in and for the State of Texas

My commission expires: 11-25-01



SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	KEY "IMPERIAL" ARISTOCRAT OF OVERALLS	542,701	1/10/50	5/22/11	Overalls
KEY Industries, Inc.	United States	KEY	819,933	9/09/65	6/06/06	Work clothes - namely, overalls, pants, shirts, coveralls, caps, jeans and jackets
KEY Industries, Inc.	United States	KEY "IMPERIAL" and Design	1,196,886	6/01/82	6/15/02	Overalls
KEY Industries, Inc.	United States	KEY "IMPERIAL" ARISTOCRAT OF OVERALLS and Design	1,197,997	6/15/82	6/15/02	Overalls
KEY Industries, Inc.	United States	SADDLE KING	1,369,126	9/11/84	11/05/05	Men's and Boy's jeans
KEY Industries, Inc.	United States	SADDLE KING WESTERN	1,615,828	10/02/90	10/02/10	Men's and Boy's jeans
KEY Industries, Inc.	United States	Design (diagonal strip logo)	1,727,717	10/27/92	10/27/02	Overalls and coveralls
KEY Industries, Inc.	United States	KEYSTONE CASUALS	1,941,417	3/11/93	12/12/01	Men's, women's, boy's and girl's pants and shirts
KEY Industries, Inc.	United States	KEY and Design	1,960,617	3/5/96	3/5/02	Pants, unlined shirts, unlined jeans, lined and unlined coveralls, lined and unlined bib overalls, lined and unlined jackets and coats, and sweatshirts
KEY Industries, Inc.	United States	SADDLE KING WESTERN and Design	1,965,655	5/15/95	4/02/02	Clothing, namely pants, jeans, jackets, vests and shirts

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	KEY and Design	2,028,508	10/23/95	1/07/02	Insulated jackets, caps, hood and vests
KEY Industries, Inc.	United States	POLAR KING	2,082,680	8/26/92	8/29/03	Overalls, pants, jackets and shirts
KEY Industries, Inc.	United States	TECHNO-TOUGH	75,934,987 (pending)	3/3/00		Men's and Boys lined coveralls, overalls, coats and jackets
KEY Industries, Inc.	United States	WOLF MOUNTAIN and Design	2,089,602	3/20/95	9/19/02	Pants, unlined shirts, lined and unlined jeans, lined and unlined coveralls, lined and unlined coveralls, lined and unlined bib overalls, lined and unlined jackets and coats, caps and sweatshirts
KEY Industries, Inc.	United States	WOLF MOUNTAIN	2,255,489	4/24/98	8/22/06	Pants, unlined shirts, lined and unlined jeans, lined and unlined coveralls, lined and unlined coveralls, lined and unlined bib overalls, lined and unlined jackets and coats, caps and sweatshirts

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	WOLF MOUNTAIN BY KEY	2,378,461	4/24/98	8/22/06	Pants, unlined shirts, lined and unlined jeans, lined and unlined coveralls, lined and unlined coveralls, lined and unlined bib overalls, lined and unlined jackets and coats, caps and sweatshirts

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	TUF-NUT stylized letters	536,623	8/19/49	1/16/11	Certain working clothes viz. Overalls, Jackets, Coats, Shirts, Pants, and One-piece Suits, and Dungarees, Blue Jeans and Waist Band Overalls.
KEY Industries, Inc.	United States	TUF-NUT stylized letters	536,624	8/19/49	1/16/11	Certain working clothes viz. Overalls, Jackets, Coats, Shirts, Pants, and One-piece Suits, and Dungarees, Blue Jeans and Waist Band Overalls.
KEY Industries, Inc.	United States	TUF-NUT stylized letters	669,330	1/13/58	11/04/08	Sportswear for adults and children, including jeans, slacks, Bermuda and walking style shorts, shirts, jackets and pants

TRADEMARKS

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	"THE ONE FOR ALL" RED-WHITE-BLUE "THE ONE FOR YOU" & Design	398268	4/07/42	10/20/02	Men's and boys' overalls, jumpers, work-pants, work-shirts, and men's and boy's blouses
KEY Industries, Inc.	United States	RED-WHITE-BLUE & Design	578,317	10/16/52	8/04/03	Men's and boys' overalls, shorts, work pants, work shirts; Men's and Boy's blouses and dungarees, shorts and blue jeans for girls, misses and women in class 39
KEY Industries, Inc.	United States	RED-WHITE-BLUE & Design	670,636	5/27/57	Processed for renewal in 1998, but can't find renewal certificate. If renewed would expire in 2008	Men's and boys' overalls, shorts, work pants, work shirts; Men's and Boy's blouses and dungarees, shorts and blue jeans for girls, misses and women in class 39

KEY TRADEMARK

Owner of Record	Country of Registration	Trademark	Registration Number	Filing Date	Expiration Date	Goods
KEY Industries, Inc.	United States	KEY and Design	1,965,654	5/15/95	5/15/05	Overalls, Coveralls, Jackets, Pants, Shorts, Jeans, Shirts, Sweatshirts, Tee-shirts and Vests

TRADEMARK LICENSES

Name of Agreement	Parties	Date of Agreement
SADDLE-CLOTH LICENSE AGREEMENT (for the use of the Saddle-Cloth name in conjunction with the use of that fabric)	KEY Industries, Inc. (Licensee) and Squire Hightech, Corp. (Licensor), 25 Crescent Street, Stamford, Connecticut, a New York corporation	March 1, 1998
TRADEMARK LICENSE AND RELATED COMPANIES AGREEMENT (Limits their use of "KEY" to footwear) LICENSE AGREEMENT	KEY Industries, Inc. (Licensor), and MIBER, S.P.A. (Licensee)	May 5, 1999
	STANLEY LOGISTICS, INC., a Delaware Corporation, and THE STANLEY WORKS, a Connecticut corporation, (collectively "OWNER") AND KEY Industries, Inc.	November 6, 2000