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-Y

To the Honorable Commissioner of

101853956

attached original documents or copy thereof.

1. Name of conveying party(ies):

Kelltech International c.



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

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

3. Nature of conveyance:

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

Execution Date: August 10, 2001

2. Name and address of receiving party(ies)

Name: Bank of Montreal

Internal Address:

Street Address: 111 W. Monroe St., 20th Floor

City: Chicago State: IL ZIP: 60603

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

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

A. Trademark Application No.(s)

76/230600
76/298400

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name:

Internal Address:

Reedfax
Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 2

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)

DO NOT USE THIS SPACE

9. Statement and signature.

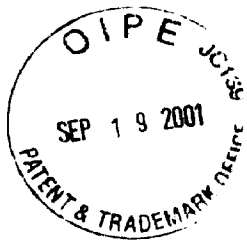
Best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory T. Pealer
Name of Person Signing

Signature

September 12, 2001
Date

Total number of pages including cover sheet, attachments, and document: 2



TRADEMARK COLLATERAL AGREEMENT

This 10 day of August, 2001, KELLTECH INTERNATIONAL INC., an Ohio corporation ("*Debtor*") with its principal place of business and mailing address at 5775 Granger Rd., #910, Independence, Ohio 44131-1461, 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 BANK OF MONTREAL with its mailing address at 111 West Monroe Street, 20th Floor East, 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-1 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) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) 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-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

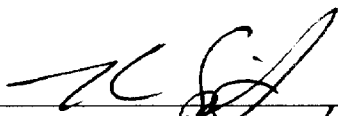
to secure performance of all Obligations of Debtors, or any of them, as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other parties executing such Security Agreement or an Assumption and Supplemental Security Agreement from time to time and the Secured Party (the "*Security Agreement*"). The terms "*Obligations*" and "*Debtors*" used in this Trademark Collateral Agreement shall have the same meanings herein as such terms are defined in 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 and accepted (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, then 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 by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral 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, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

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

KELLTECH INTERNATIONAL INC.

By 
Name Thomas L. Smith
Title Secretary

BANK OF MONTREAL

By _____
Name _____
Title _____

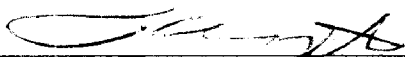
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IN WITNESS WHEREOF, Debtor and Secured Party have caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KELLTECH INTERNATIONAL INC.

By _____
Name _____
Title _____

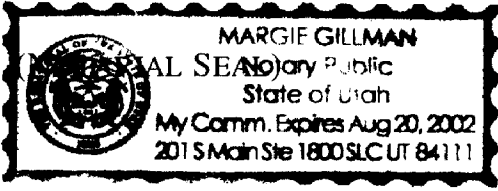
BANK OF MONTREAL

By  _____
Name Thomas C. Wright
Title Executive Vice President

STATE OF Utah)
) SS
COUNTY OF Wasatch)

I, Margie Gillman a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas L Smith, Secretary of Kelltech International Inc., an Ohio corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Thomas L Smith, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 20th day of August, 2001.



Margie Gillman
Notary Public

Margie Gillman
(Type or Print Name)

My Commission Expires:

8-20-02

STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ **KANE**)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas C. Wright, Executive VP of Bank of Montreal, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive VP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 20th day of August, 2001.

(NOTARIAL SEAL)

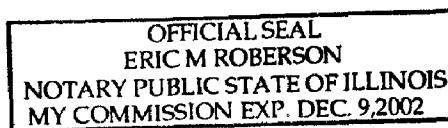


Notary Public

Eric M. Roberson

(Type or Print Name)

My Commission Expires:





**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
	NONE.	

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
EMPOWERNET	76/230600	March 23, 2001
THE NEXT LEVEL	76/298400	August 10, 2001

COMMON LAW MARKS AND TRADE NAMES

NONE.

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE.

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

NONE.

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

NONE.