



11-08-2001



101894685

FORM PTO-1594 (Substitute)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-5-01
 OWEN INDUSTRIES, INC. d/b/a MISSOURI VALLEY STEEL COMPANY and d/b/a LINCOLN STRUCTURAL BOLT COMPANY

Individual Association
 General Partnership Limited Partnership
 Corporation-IOWA
 Other: _____

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

2. Name and address of receiving party(ies):
 Name: CENTRAL PLAINS STEEL CO.
 Address: 201 Donovan Road
 City: Kansas City State: KS Zip: 66115

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 28, 2001

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State KANSAS
 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).
75/940,787 75/940,786

B. Trademark Registration No(s).
2,447,081

Additional numbers attached? Yes No

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

Name: THOMAS J. DUMAN
REED SMITH LLP
 Address: P.O. Box 488
 City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6)): \$ 90.00

Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account

8. Deposit account number:
18-0582

(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 and correct copy of the original document.

THOMAS J. DUMAN Thomas J. Duman October 26, 2001
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
 Director of the U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

11/07/2001 TBI/AZ1 00000029 75940787

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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October 25, 2001 7:31 PM

TRADEMARK
REEL: 002394 FRAME: 0774



**AGREEMENT OF LIEN ON
TRADEMARKS, SERVICE MARKS AND PENDING APPLICATIONS**

THIS AGREEMENT, by OWEN INDUSTRIES, INC., an Iowa corporation sometimes doing business as MISSOURI VALLEY STEEL COMPANY and as LINCOLN STRUCTURAL BOLT COMPANY, having its principal place of business at 501 Avenue H, Carter Lake, Iowa 51510 (the "Grantor"), in favor of CENTRAL PLAINS STEEL CO., a Kansas corporation having its principal place of business at 201 Donovan Road, Kansas City, Kansas 66115 ("Secured Party").

Recitals:

A. The Grantor has obtained certain marks which are registered in, or applications for which are pending in, the United States and/or foreign countries, all of which marks, registrations thereof and applications therefor are more particularly described hereinafter.

B. Owen Industries, Inc. and Central Plains Steel Co. and their respective shareholders and Richard F. Owen have entered into an Agreement and Release, dated on or about the date hereof (herein, but without giving effect to any amendment or modification of Sections 5 or 7 thereof after the date hereof, the "Agreement and Release"), pursuant to Sections 5 and 7 of which Owen Industries has agreed to pay all amounts to the Banks and the Agent under the Credit Agreement (as defined in the Agreement and Release) and the Security Documents (as defined in the Credit Agreement) and to indemnify, defend and hold harmless Central Plains and its successors, assigns and affiliates from any and all amounts paid by Central Plains or its agents for any reason (subject to the sole exception stated in such Section 7) under, related to or arising out of or in connection with the Credit Agreement (all obligations of Owen Industries under such Sections 5 and 7 of the Agreement and Release as in effect on the date hereof being hereinafter referred to as the "Secured Obligations").

C. The Grantor and the Secured Party have entered into a Subordinated Security Agreement dated September 28, 2001 (as amended from time to time, the "Subordinated Security Agreement"). Pursuant to the Subordinated Security Agreement, the Grantor has granted to and created in favor of the Secured Party, to secure the Secured Obligations (as defined in the Subordinated Security Agreement), a lien on and security interest in certain property of the Grantor, including the marks, registrations thereof and pending applications therefor referred to above.

NOW, THEREFORE, the Grantor, intending to be legally bound, subject to the Subordination Agreement (as defined in the Subordinated Security Agreement) and Article VII of the Subordinated Security Agreement, hereby confirms that it has granted to and created in favor of the Secured Party, pursuant to the Subordinated Security Agreement, and hereby grants to and creates in favor of the Secured Party, a lien on and security interest in all of the Grantor's right, title and interest in and to the following marks, registrations thereof and pending applications therefor, together with the goodwill of the business symbolized by such marks, as security for the full and timely payment and performance of the Secured Obligations:

I. U.S. Trademark/Service Mark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
Slagger	2447081	April 24, 2001	007, 020	Motor Powered Scrapper Blade, Industrial Work Tables

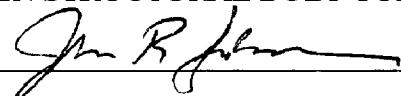
II. U.S. Trademark/Service Mark Applications:

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Int. Class</u>	<u>Goods</u>
Lincbolt	75940787	March 9, 2000	035	Store Services, Featuring mechanical fasteners.
Lincoln Structural Bolt	75940786	March 9, 2000	035	Store Services, Featuring mechanical fasteners.

Subordination Agreement. Secured Party acknowledges that (i) the provisions of this Agreement, the security interests created hereby, the rights and remedies of the Secured Party hereunder and the rights of the Secured Party to receive payment of the Secured Obligations are subject to all of the terms and conditions of the Subordination Agreement and (ii) the rights of, and the lien created in favor of, the Secured Party hereunder are subordinate and junior, in the manner provided in the Subordination Agreement, to the rights of, and the lien created in favor of, the Agent under the Senior Security Agreement (as such terms are defined in the Subordinated Security Agreement). In the event of any inconsistency between this Agreement and the Subordination Agreement, or between this Agreement and the Senior Security Agreement, the provisions of the Subordination Agreement or the Senior Security Agreement, as the case may be, shall control.

WITNESS the due execution hereof as of the 28th day of September, 2001.

OWEN INDUSTRIES, INC*, doing business as
LINCOLN STRUCTURAL BOLT COMPANY

By: 

Name: John R. Sunderman

Title: Senior Vice President

*sometimes doing business as
MISSOURI VALLEY STEEL COMPANY
and sometimes

ACCEPTED AND AGREED:

CENTRAL PLAINS STEEL CO.

By: _____

Name: _____

Title: _____

WITNESS the due execution hereof as of the 28th day of September, 2001.

OWEN INDUSTRIES, INC., doing business as
LINCOLN STRUCTURAL BOLT COMPANY

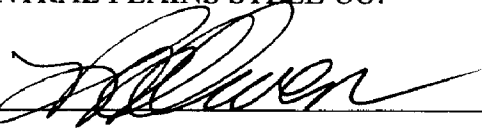
By: _____

Name: John R. Sunderman

Title: Senior Vice President

ACCEPTED AND AGREED:

CENTRAL PLAINS STEEL CO.

By:  _____

Name: Richard F. Owen

Title: President

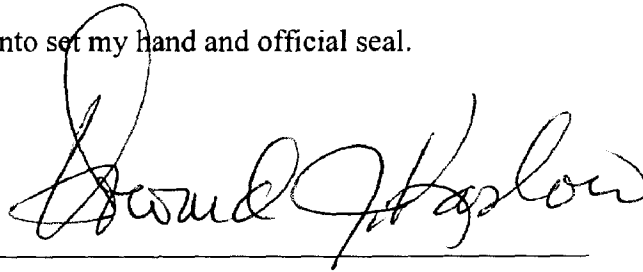
STATE OF NEBRASKA)

) SS:

COUNTY OF DOUGLAS)

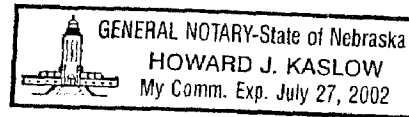
On this, the 11th day of October, 2001, before me, a Notary Public, the undersigned officer, personally appeared John R. Sunderman, who acknowledged himself/herself to be Senior Vice President of Owen Industries, Inc., an Iowa corporation, and that he/she as Senior Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself/herself as Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

(Notarial Seal)



My Commission Expires:

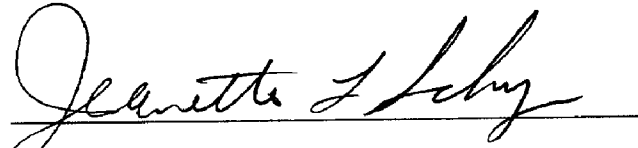
STATE OF ~~KANSAS~~ MISSOURI)

) SS:

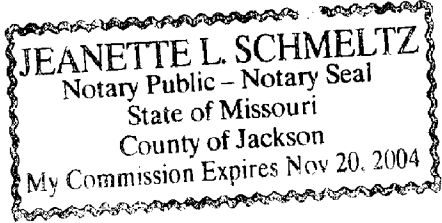
COUNTY OF JACKSON)

On this, the 12th day of October, 2001, before me, a Notary Public, the undersigned officer, personally appeared Richard F. Owen, who acknowledged himself/~~herself~~ to be President of Central Plains Steel Co., a Kansas corporation, and that he/~~she~~ as President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself/~~herself~~ as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public



(Notarial Seal)

My Commission Expires: 11/20/04