

11-27-2001



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Form PTO-594
(Rev. 03/01)
OMB No. 0651-0027 (Exp. 5/31/2002)
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T 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):

Breeze Industrial Products Corporation

- 11-21-01
- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Correcting Receiving party's name

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal

Address: _____

Street Address: 311 South Wacker Drive

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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 registration number(s):

A. Trademark Application No.(s)

1723241

B. Trademark Registration No.(s)

See exhibit A attached hereto

Additional number(s) attached ☒ Yes ☐ No

1723241

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

Name: Reedfax

Internal Address: Suite 1207

Street Address: 2001 Jefferson Davis Hwy.

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☐ 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.

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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 11

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

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01 FC:481
02 FC:482

40.00 DP
150.00 DP

TRADEMARK
REEL: 002399 FRAME: 0101

U.S. TRADEMARK REGISTRATIONS

DATE

**** Borrower shall have no rights relating to use of the word "Breeze," other than those rights relating to (i) use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business as of the Closing Date including, without limitation, the "Mass Tech" line of products or (ii) as part of, or all of the corporate name of Borrower and all uses by Borrower of such corporate name in the normal course of the Business.**

**** Borrower shall have no rights relating to use of the word "Breeze," other than those rights relating to (i) use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business as of the Closing Date including, without limitation, the "Mass Tech" line of products or (ii) as part of, or all of the corporate name of Borrower and all uses by Borrower of such corporate name in the normal course of the Business.**

β To the extent applicable, this trademark will be assigned after closing of that certain Asset Sale and Purchase Agreement dated June 29, 2001 between the Borrower and TransTechnology Corporation, as amended by the First Amendment to Asset Sale and Purchase, dated July 10, 2001. To the extent applicable, in the event this trademark may not be partially assigned to Borrower post-Closing with respect to the goods covered by International Class 6, Borrower will obtain from TransTechnology Corporation, and TransTechnology Corporation agreed to grant Borrower an exclusive, paid-up, royalty-free, perpetual license to use this trademark.

TRADEMARK LICENSES

License Agreement regarding license to use the trademark POWER SEAL, dated March 9, 1992, between Breeze Industrial Products and Universal Clips, a division of Teamcor Limited. On March 19, 2001, Universal Clips elected to terminate the agreement in accordance with its terms, effective as of July 1, 2002.

Trademark License Agreement regarding license to use the trademark HI-TORQUE, dated June 2, 1996, between Seller and Clamp-All Corporation.

07-30-2001

SHEET

OMB No. 0651-0011 (exp. 4/9)

Tab settings

To the Honorable Commissioner of Patent

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and original documents or copy thereof.

1. Name of conveying party(ies):
Breeze Industrial Products Corporation

- ☐ Individual
☐ General Partnership
☒ Corporation-State DE
☐ 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

July 10, 2001

Execution Date:

2. Name and address of receiving

Name: Antares Capital Corporation

Internal Address: _____

Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606

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

☐ OtherIf assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
See exhibit A attached hereto.B. Trademark Registration
See exhibit A attached hereto.

Additional numbers attached? Yes

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

Name: Todd RamstromInternal Address: 16th FloorStreet Address: Katten Muchin & Zavis525 W. MonroeCity: Chicago Stat IL ZIP 60661

07/27/2001 LNUELLER 00000075 1723241

01 FC:481
02 FC:48240.00 OP
150.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations

7

7. Total fee (37 CFR) \$ 190⁰⁰

- ☒ Enclosed
☐ Authorized to be charged to deposit

8. Deposit account number:

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

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 of the original document.*Todd Ramstrom

Name of Person

Todd Ramstrom
Signature

07/13/01

Date

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

9

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

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

MARK

REG. NO.

DATE

Property Name	Registration No.	Date of Issuance
A. AERO-SEAL	1,723,241	10/13/92
B. BREEZE**	1,147,031	2/17/81
C. CONSTANT-TORQUE	1,307,639	12/4/84
D. EURO-SEAL	1,985,466	7/9/96
E. HI-TORQUE	1,892,921*	5/9/95
F. MAKE-A-CLAMP	975,772	1/1/74
G. MT logo	1,249,749	8/30/83

* Assigned from Clamp-All Corporation on 6/30/1997.

** Borrower shall have no rights relating to use of the word "Breeze," other than those rights relating to (i) use in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business as of the Closing Date including, without limitation, the "Mass Tech" line of products or (ii) as part of, or all of the corporate name of Borrower and all uses by Borrower of such corporate name in the normal course of the Business.

FOREIGN TRADEMARK REGISTRATIONS

Property Name	Country	Registration No.	Date of Issuance
A. AERO-SEAL	CANADA	408,132	2/12/93
B. AERO- SEAL	SOUTH AFRICA	B90/7258	8/19/94
C. BREEZE **	CANADA	404,196	10/23/92
D. BREEZE**	COLOMBIA	144,826	12/31/93
E. BREEZE**β	JAPAN	2017624	01/28/88 (renewed 1998)
F. BREEZE**	MEXICO	421,960	9/14/92
G. BREEZE**	SOUTH AFRICA	90/7257	5/29/95
H. EURO-SEAL	CANADA	465495	10/25/96
I. EURO-SEAL	GERMANY	37450953	4/11/96
J. EURO-SEAL	UNITED KINGDOM	2,036,659	12/20/96
K. BREEZE HI-TORQUE	EUROPEAN COMMUNITY	001296821	8/31/99
L. MAK-A-CLAMP	CANADA	214,206	6/11/76
M. MAKE-A-CLAMP	CANADA	416,337	9/30/93
N. POWER-SEAL	CANADA	405,008	11/13/92
O. POWER-SEAL	SOUTH AFRICA	B90/7261	3/2/95

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Trademark License Agreement regarding license to use the trademark HI-TORQUE, dated June 2, 1996, between Seller and Clamp-All Corporation.

TRADEMARK SECURITY AGREEMENT

WHEREAS, Breeze Industrial Products Corporation, a Delaware corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Borrower and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’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 and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license (except for any Trademark license whose terms prohibit Grantor from granting a security interest in its rights thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks

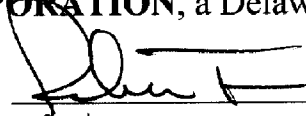
and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of this page intentionally left blank]

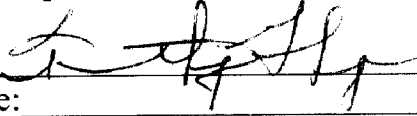
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 10th day of July, 2001.

BREEZE INDUSTRIAL PRODUCTS CORPORATION, a Delaware corporation

By: 
Name: Robert Tundo
Its: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: _____
Title: _____ Director

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)ss.
COUNTY OF COOK)

On the 10th day of July, 2001, before me personally appeared Robert Tuano, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is President of Breeze Industrial Products Corporation, a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation; and that s/he acknowledged said instrument to be the free act and deed of said limited partnership.

Deirdre Bouche
Notary Public

{Seal}

My commission expires:

3-26-05

