

12-07-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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



Tab settings

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

1. Name of conveying party(ies):

Numatics Incorporated

12-7-01

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

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

2. Name and address of receiving party(ies)

LaSalle Business Credit, Inc., as

Name: Collateral Agent and LaSalle
Internal Business Credit, a division of
Address: ABN AMRO Bank Canada

Street Address: 135 S. LaSalle St.
Suite 425
City: Chicago State: IL Zip: 60603

- 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

3. Nature of conveyance:

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

Execution Date: November 28, 2001

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

A. Trademark Application No.(s)

75/818621

B. Trademark Registration No.(s)

667283

Additional number(s) attached Yes No

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

Name: Maisha Gibson, Paralegal

Internal Address:

Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.

Street Address: 55 East Monroe St.
Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- 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.

Maisha Gibson
Name of Person Signing

Maisha Gibson
Signature

December 6, 2001
Date

Total number of pages including cover sheet, attachments, and document: 14

12/10/2001 6TON11 0000055 75818621

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

01 FC:481
02 FC:482

40.00 OP
125.00 DP

TRADEMARK
REEL: 002404 FRAME: 0181

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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SCHEDULE A

United States Trademark Registrations

<u>Reg. No.</u>	<u>Dated</u>	<u>Trademark</u>	<u>Next Renewal</u>
667,283	9/23/58	Numatics	9/23/08
747,457	4/2/63	Numatrol	4/02/03
912,270	6/8/71	Flexiblok	6/8/011
1,211,033	9/28/82	Numasizing	9/28/02
1,620,822	11/6/90	Numatics Actuator	11/6/10

Pending United States Trademark Application

<u>Trademark</u>	<u>Serial No.</u>	<u>Filed</u>
NUMATECH	75/818,621	10/8/99

State Trademark Registration

<u>Trademark</u>	<u>Reg. No.</u>	<u>Renewed</u>	<u>Next Renewal</u>
Numatics	#M 00-024	5/25/00	5/25/10

Foreign Trademark Registrations

<u>Country</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Owned By</u>	<u>Next Renewal</u>
United Kingdom	898,992	9/2/66	Numatrol	Numatics, Inc.	9/2/2011
United Kingdom	895,418	6/3/66	Numatrol	Numatics, Inc.	6/3/2011
Canada	163,287	6/6/69	Numatics	Numatics, Inc.	6/06/2009
Canada	153,853	10/27/67	Numatrol	Numatics, Inc.	10/27/2007

<u>Country</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Owned By</u>	<u>Next Renewal</u>
EU Community Trademark	157,453	2/19/99	Numatics	Numatic Int'l Limited	4/1/2006
Spain	721,953	4/27/77	Numatrol	Numatics, Inc.	7/29/2003
Spain	510,456	3/20/68	Numatics	Numatics, Inc.	3/19/2008
France	1,354,012	5/9/86	Numatics	Numatics, Inc.	5/8/2006
France	1,004,739	12/24/76	Sentinel	Numatics, Inc.	(May have expired)
Benelux	319,615	6/13/73	Numatrol	Numatics, Inc.	6/13/2003
Benelux	3506	1/7/71	Numatics	Numatics, Inc.	1/7/2011
Denmark	3653/74	11/15/74	Numatics	Numatics, Inc.	11/15/2004
Switzerland	349,541	7/11/86	Numatics	Numatics, Inc.	7/11/2006
Switzerland	265,802	7/6/73	Numatrol	Numatics, Inc.	7/6/2003
Austria	57981	8/30/66	Numatics	Numatics Inc.	(? Unclear. may have expired)
Austria	75570	10/19/73	Numatrol	Numatics, Inc.	10/19/2003 (?)
Japan	630,611	12/4/63	Numatics	Numatics, Inc.	12/04/2003

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Security Agreement**") made as of this 21st day of November, 2001, by NUMATICS, INCORPORATED, a Michigan corporation ("**Borrower**") in favor of LASALLE BUSINESS CREDIT, INC., with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 ("**Lender**"), as collateral agent ("**Collateral Agent**") for itself and LaSalle Business Credit, a division of ABN AMRO Bank Canada ("**LaSalle Canada**").

WITNESSETH

WHEREAS, Borrower, certain subsidiaries of Borrower, Lender and Collateral Agent are parties to a certain Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"); which Financing Agreements provide, among other things, (i) for Lender to, from time to time, extend credit to or for the account of Borrower, (ii) for Borrower and certain of its subsidiaries to guarantee the obligations of Numatics Ltd. to LaSalle Canada, and (iii) for the grant by Borrower to Collateral Agent of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities, Borrower hereby grants to Collateral Agent, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including,

without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Debtor's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Collateral Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, other than Permitted Liens, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Collateral Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Collateral Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Collateral Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Collateral Agent prompt written notice thereof. Borrower hereby authorizes Collateral Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities and the termination of the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Collateral Agent of all Trademarks shall be without any liability for royalties or other related charges from Collateral Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Collateral Agent, or a conservator appointed by Collateral Agent, shall have the right to establish such additional product quality controls as Collateral Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities and termination of the Financing Agreements, Collateral Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Collateral Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Collateral Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Collateral Agent shall commence any such suit, Borrower shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Collateral Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Collateral Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Collateral Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Collateral Agent deems to be in the best interest of Collateral Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Collateral Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Collateral Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Collateral Agent, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

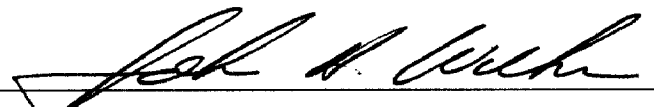
18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Collateral Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

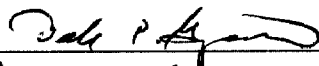
IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

NUMATICS, INCORPORATED

By 
Title _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT, INC., as
Collateral Agent

By 
Title VICE PRESIDENT