

06-27-2002

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



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HEET -Y

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): APW LTD.

6-18-02

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

Bermuda Additional name(s) of conveying party(ies) attached? [X] Yes [] No

3. Nature of conveyance:

- Assignment Merger [X] Security Agreement Change of Name Other

Execution Date: May 16, 2002

2. Name and address of receiving party(ies)

Name: See 1 in Addendum Internal Address:

Street Address:

City: State: Zip:

- 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 [X] No

OFFICE OF THE REGISTER OF PATENTS FINANCE SECTION 2002 JUN 18 AM 10:02

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

A. Trademark Application No.(s) 76/088442

B. Trademark Registration No.(s)

Additional number(s) attached [X] Yes [] No

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

Name: Christine Rebman

Internal Address: Mayer Brown Rowe & Maw

P.O. Box 2828

Chicago IL 60690-2828

Street Address:

06/27/2002 6TON11 00000034 76088442

01 FC:481 02 FC:482

40.00 DP 550.00 DP

City: State: Zip:

6. Total number of applications and registrations involved: 23

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

- [X] Enclosed [X] Authorized to be charged to deposit account

8. Deposit account number:

13-0019

(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.

Christine Rebman Name of Person Signing

Christine Rebman Signature

June 18, 2002 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

TRADEMARK REEL: 002530 FRAME: 0345

Attachment for Recordation Form Cover Sheet Trademarks Only (Form PTO-1594)

1. a. Bank of America, National Association, as Administrative Agent
- b.
- c. 231 S. La Salle St.
- d. Chicago
- e. IL
- f. 60697
- g. X
- h.
- i.
- j.
- k.
- l.
- m. a national banking association
- n.

Continuation of Item 1. Additional Name(s) of Conveying Party(ies)

2. APW NORTH AMERICA INC. 3. ASPEN MOTION TECHNOLOGIES INC. 4. MCLEAN MIDWEST CORPORATION 5. INNOVATIVE METAL FABRICATION, INC.

Continuation of Item 4. Additional Application Number(s) or Registration Number(s)

A. Trademark Application No.(s): 76/208756, 75/449710, and 76/275631

B. Trademark Registration No.(s): 2547907, 1006342, 1497722, 1993431, 817252, 845812, 55016, 1087585, 2128177, 2133506, 2179274, 2209775, 224920, 2513494, 1652935, 239588, 2561748, 1520598, and 1520597

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
APW Ltd.	APW	76/088,442	Pending
APW Ltd.	STEALTHBRIDGE	76/208,756	Pending
APW Ltd.	MCCLEAN	2,547,907	12-Mar-02
APW Ltd.	OPTIMEDIA	1,006,342	11-Mar-75
APW Ltd.	TRI-CODE	1,497,722	26-Jul-88
APW Ltd.	LINX	1,993,431	13-Aug-96
APW North America Inc.	ALUMA-TRAK	817,252	25-Oct-66
APW North America Inc.	SCANBE	845,812	12-Mar-68
APW North America Inc.	LOK-TAINER	55,016	31-Aug-76
APW North America Inc.	LOK-TAINER	1,087,585	21-Mar-78
APW North America Inc.	CAB CAD	2,128,177	13-Jan-98
APW North America Inc.	SMARTCHASSIS	2,133,506	27-Jan-98
APW North America Inc.	MAGNUM	2,179,274	04-Aug-98
APW North America Inc.	DOT TEN and Design	2,209,775	08-Dec-98
APW North America Inc.	WEDGE-LOK	2,224,920	23-Feb-99
APW North America Inc.	QUICKSILVER	75/449,710	Published
APW North America Inc.	SWING OUT	2,513,494	27-Nov-01
APW North America Inc.	STANTRON	76/275,631	Published
Electronic Solutions	Electronic Solutions	1,652,935	06-Aug-91
McLean Midwest Corporation	GENESIS	2,239,588	13-Apr-99
McLean Midwest Corporation	VCOOL	2,561,748	16-Apr-02
Precision Fabrication Technologies, Inc.	MOD-U-BOX	1,520,598	17-Jan-89
Precision Fabrication Technologies, Inc.	MOD-U-LINE	1,520,597	17-Jan-89

SCHEDULE B

<u>Owner</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Applied Power Inc.	Storing and Dispensing System	4,913,296	4/3/90
Applied Power Inc.	Computer Console End	D434,412	11/28/00
Applied Power Inc.	Computer Console End	D438,537	3/6/01
APW Ltd.	Electronics Enclosure Improvements	09/567,549	Pending
APW Ltd.	A Support Member for a Cabling and Associated Equipment Enclosure	09/688,905	Pending
APW Ltd.	Mounting Bracket	09/696,296	Pending
APW Ltd.	System and method for bridging bus segments on a backplane and coupling single board	6,356,966	3/12/02
APW Ltd.	Door Latching Mechanism	09/903,335	Pending
APW Ltd.	Castor Assemblies	09/958,171	Pending
APW Ltd.	Access Control Assemblies for Door Locking Mechanisms	10/039,732	Pending
APW Ltd.	Lock Assembly and a Method for Operating a Lock Mechanism	10/039,813	Pending
APW Ltd.	System and Method for Insertion and Extraction of a Printed Circuit Board Module	60/350,415	Pending
APW Ltd.	Method for Improving Airflow in Subtract Mechanics by Using a Hybrid Seal/Parallel Fan Configuration	60/349,814	Pending
APW North America Inc.	Improved Air-to-Air Heat Exchanger	09/366,079	Pending
Aspen Motion Technologies Inc.	Low Cost Resolver System	6,084,376	7/4/00
Aspen Motion Technologies Inc.	Direct Drive Inside-Out Brushless Roller Motor	09/700,447	Pending
Aspen Motion Technologies Inc.	Method for Manufacturing a Rotor	60/245,631	Pending
Aspen Motion Technologies Inc.	Closed Loop Control of Motor Position/Velocity	09/806,622	Pending

<u>Owner</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Aspen Motion Technologies Inc.	Pressure Control System Using Input Current Sensing	09/806,364	Pending
Aspen Motion Technologies Inc.	Low Cost Redundant Resolver System	09/806,624	Pending
Wright Line Inc.	Cable Bushing	4,520,976	6/4/85
Wright Line Inc.	Copy Holder	4,569,498	2/11/86
Wright Line Inc.	Filing Container	D285,098	8/12/86
Wright Line Inc.	Sliding Printer Drawer for Attaching to a Cabinet	D288,504	3/3/87
Wright Line Inc.	Stationary Storing and Dispensing System	4,684,027	8/4/87
Wright Line Inc.	Shelf for Computer Keyboard or the Like	D292,858	11/24/87
Wright Line Inc.	Shelf for Computer Keyboard or the Like	D293,055	12/8/87
Wright Line Inc.	Computer Workstation	D293,284	12/22/87
Wright Line Inc.	Keyboard Support Drawer for Computer Workstation	D293,530	1/5/88
Wright Line Inc.	Electronic Equipment Support Shelf	D293,531	1/5/88
Wright Line Inc.	Drawer with Reference Shelf	D299,394	1/17/89
Wright Line Inc.	Coding System	4,844,509	7/4/89
Wright Line Inc.	Coding System	4,856,820	8/15/89
Wright Line Inc.	Storing and Dispensing System	4,878,583	11/7/89
Wright Line Inc.	File Device Hanger Bar	5,224,608	7/6/93
Wright Line Inc.	Modular Library System with Stationary and Mobile Racks for Storage of Computer Cartridges	5,341,944	8/30/94
Wright Line Inc.	Shelf Support and Electrical Cable Management Structure	D363,701	10/31/95
Wright Line Inc.	Distribution Duct for Work Space Environment System	5,881,500	3/16/99
Zero Corporation	Ejector for Printed Circuit Board Plug-In Unit	4,603,375	7/29/86
Zero Corporation	Retainer for Holding a Printed Circuit Card Between Spaced Surfaces	4,823,951	4/25/89
Zero Corporation	Printed Circuit Board Retainer Assembly	5,036,428	7/30/91

<u>Owner</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Zero Corporation	Printed Circuit Board Retainer	5,290,122	3/1/94
Zero Corporation	Locking Circuit Board Injector/Extractor	5,309,325	5/3/94
Zero Corporation	Assembly for Receiving and Retaining a Circuit Board Retainer	5,404,274	4/4/95
Zero Corporation	Circuit Board Retainer Having a Spring Body Member	5,407,297	4/18/95
Zero Corporation	Retainer Assembly	5,485,353	1/16/96
Zero Corporation	Camera Housing	D392,300	3/17/98
Zero Corporation	Method and Assembly for Manufacturing a Convoluted Heat Exchanger Core	5,937,519	8/17/99
Zero Corporation	Camera Housing	5,966,176	10/12/99
Zero Corporation	Blower Wheel	6,024,543	2/15/00

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, APW LTD., a Bermuda corporation (the "Parent"), the other persons or entities which are listed on the signature pages hereof as assignors or which from time to time become parties hereto as assignor (collectively, including the Parent, the "Assignors" and individually each an "Assignor"), hereby assign and grant to Bank of America, National Association, in its capacity as Administrative Agent for the Banks and Post-Petition Agent for the Lenders (the "Assignee"), a security interest in (i) all of the Assignors' right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignors' right, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Liabilities of each of the Assignors, pursuant to the Amended and Restated Security Agreement among the Assignors, the other assignors from time to time party thereto and the Assignee, dated as of May 16, 2002 (as amended from time to time, the "Security Agreement"). Upon the payment in full of all Liabilities and the termination of all Commitments, the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to

the Assignors an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Capitalized terms that are not otherwise defined herein shall have the respective meanings assigned thereto in the Security Agreement.

IN WITNESS WHEREOF, the undersigned have executed this assignment as of

the 16th day of May, 2002.

APW LTD.

Michael Jarch

By:
Title:

APW NORTH AMERICA INC.

Michael Jarch

By:
Title:

ASPEN MOTION TECHNOLOGIES INC.

Michael Jarch

By:
Title:

MCLEAN MIDWEST CORPORATION

Michael Jarch

By:
Title:

INNOVATIVE METAL FABRICATION, INC.


Michael Jarch

By:
Title:

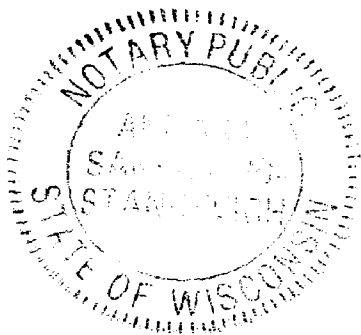
STATE OF WI)
) ss.:
COUNTY OF Waukesha

On this 16th day of May, 2002, before me personally came Michael F. Gasick

who, being by me duly sworn, did state as follows: that he is Treasurer or Assistant Treasurer of:
APW LTD.; APW NORTH AMERICA INC.; ASPEN MOTION TECHNOLOGIES INC.;
MCLEAN MIDWEST CORPORATION and INNOVATIVE METAL FABRICATION, INC.,
that he is authorized to execute the foregoing Assignment on behalf of said corporation or
limited liability company and that he did so by authority of the Board of Directors of said
corporation or managers of said limited liability company.



Notary Public



BANK OF AMERICA, NATIONAL ASSOCIATION,
as Administrative Agent and as Post-Petition Agent

By M. Duncan McDuffie

Name:

Title:

M. Duncan McDuffie
Managing Director