

07-12-2002

Patent and Trademark Office



To the Honorable Commissioner of Pat.

102151441

original documents or copy thereof.

1. Name of conveying party(ies):

See Attached.

7-3-02

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

Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: June 28, 2002

2. Name and address of receiving party(ies)

Name: Allfirst Bank, as Agent
 Internal Address: Attn: Michael J. Paolini
 Street Address: 50 North Fifth Street
 City: Reading State: PA Zip: 19612-5210

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

If assignee is not domiciled in the United States,
a domestic representative designation is attached:
 Yes No

(Designations must be 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)

B. Trademark Registration No.(s)
See Attached.

Additional numbers attached? Yes No

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

Name: BarleySnyder
 Internal Address: _____
Attn: Stephen D. Flaherty
 Street Address: 501 Washington Street
 City: Reading State: PA
 Zip: 19603

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41) --- \$ 565.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

07/11/2002 TDIAZI 00000150 1774963

01 FC:481 40.00 OP
02 FC:482 525.00 OP

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.

Stephen D. Flaherty, Esquire
Counsel to Allfirst Bank
 Name of Person Signing

[Signature]
 Signature

July 2, 2002
 Date

Total number of pages including cover sheet, attachments, and document 12

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

Attachments

Names of conveying parties:

The Phoenix Forge Group, LLC, a Pennsylvania limited liability company

Barco Industries, Inc., a Pennsylvania corporation

Phoenix Forging Company, Inc., a Pennsylvania corporation

Phoenix Hotform Company, a Pennsylvania corporation

Phoenix Fittings Company, LLC, a Pennsylvania limited liability company

Jerlad Capital, a Pennsylvania general partnership

CMC Acquisition, LLC, a Pennsylvania limited liability company

CPP Acquisition, LLC, a Pennsylvania limited liability company

CPP Acquisition, Ltd., a corporation formed under the laws of the province of New Brunswick Canada.

Trademark Registration No. (s):

1774963 - Barco Industries, Inc.
30835 - Barco Industries, Inc.
1881883 - Barco Industries, Inc.
864945 - Barco Industries, Inc.
865282 - Barco Industries, Inc.
1780059 - Barco Industries, Inc.
2109342 - Barco Industries, Inc.
855511 - Barco Industries, Inc.
1771125 - Barco Industries, Inc.
966009 - Barco Industries, Inc.
2230468 - Phoenix Forging Company, Inc.
1713029 - Phoenix Forging Company, Inc.
1865569 - Phoenix Forging Company, Inc.
1506761 - Phoenix Forging Company, Inc.
1713663 - Phoenix Forging Company, Inc.
1783836 - Phoenix Forging Company, Inc.
1748120 - Phoenix Forging Company, Inc.
1713030 - Phoenix Forging Company, Inc.
700047 - Phoenix Forging Company, Inc.
2243112 - The Phoenix Forge Group
2201835 - The Phoenix Forge Group
2196293 - The Phoenix Forge Group

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (the "**Agreement**") is made this 28th day of June, 2002 by and between **THE PHOENIX FORGE GROUP, LLC** ("Group"), **BARCO INDUSTRIES, INC.** ("Barco"), **PHOENIX FORGING COMPANY, INC.** ("Forging"), **PHOENIX HOTFORM COMPANY** ("Hotform"), **PHOENIX FITTINGS COMPANY, LLC** ("Fittings"), **JERLAD CAPITAL** ("Jerlad"), **CMC ACQUISITION, LLC** ("CMC"), **CPP ACQUISITION, LLC** ("CPP"), **CPP ACQUISITION LTD.** ("CPP Ltd"), (collectively, the "**Borrowers**"), and **ALLFIRST BANK**, a Maryland state chartered commercial bank ("Allfirst"), as ("**Agent**") for those certain financial institutions (the "**Banks**") who are parties to that certain Amended and Restated Credit Agreement of even date herewith (as amended thereafter from time to time, the "**Credit Agreement**").

BACKGROUND

Agent and Banks have made available to Borrowers certain credit facilities (the "**Loans**"). As security for the Loans, Borrowers have agreed to grant a security interest in the Trademarks (as defined herein) in favor of Agent. Pursuant to this Agreement, the Loan Documents, and the Security Documents, Agent shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Default occurs). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement.

NOW, THEREFORE, in consideration of the premises, Borrowers hereby agree with Agent as follows:

1. To secure the complete and timely satisfaction of all indebtedness and obligations of the Borrowers to Agent (the "**Liabilities**"), including, but not limited to, all duties, payments and obligations owing to Agent pursuant to the Credit Agreement, Borrowers hereby grant, assign and convey to Agent the entire right, title and interest in and to the trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license agreements, license royalties and proceeds of infringement suits), all physical manifestations of the foregoing, the right to sue for past, present and future infringements and all accounts, contract rights and other rights corresponding thereto throughout the world (all of the foregoing are collectively called the "**Trademarks**"), and the good will of the business to which each of the Trademarks relates. This Agreement shall constitute a security agreement and the grant of a security interest in the Trademarks under the terms of the applicable Uniform Commercial Code.

2. Borrowers covenant and warrant that:

(a) To the best of Borrowers' knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Borrowers' knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Borrowers' knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) To the best of Borrowers' knowledge, Borrowers are the sole and exclusive owners of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses (other than licenses to Subsidiaries), registered user agreements and covenants by Borrowers not to sue third persons;

(e) Borrowers have the unqualified right to enter into this Agreement and perform its terms;

(f) Borrowers have used, and will continue to use commercially reasonable efforts to cause any licensees of those Trademarks that are material to Borrowers' respective business to use, for the duration of this Agreement, proper statutory notice in connection with their use of such Trademarks; and

(g) Borrowers have used, and will continue to use commercially reasonable efforts to cause any licensees of Trademarks to use, for the duration of this Agreement, consistent standards of quality in their manufacture of products sold under the Trademarks.

3. Borrowers hereby grant to Agent and its employees and agents the right to visit Borrowers' or its Subsidiaries' plant and facilities which manufacture, inspect and/or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours after the giving of reasonable prior notice to Borrowers and the Subsidiary. Borrowers shall do any and all acts required by Agent to ensure Borrowers' compliance with Subparagraph 2(g) above.

4. If, before the Liabilities shall have been satisfied in full, Borrowers shall obtain rights to any new trademarks used with respect to any retail goods of Borrower, the provisions of Paragraph 1 above shall automatically apply thereto and Borrowers shall give Agent prompt written notice thereof.

5. Borrowers authorize Agent to modify this Agreement by amending Schedule A to include any future trademarks covered by Paragraphs 1 and 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement or Loan Documents), Agent hereby grants to Borrowers the exclusive, nontransferable right and license to use the Trademarks on and in connection with

products sold by Borrowers or any of Borrowers' Subsidiaries, for such Person's (and their bona fide licensees under arm's length license agreements) own benefit and account and for none other. Borrowers agree not to sell or assign their interest in, or grant any sublicense under, the license granted to Borrowers in this Paragraph 6, without the prior written consent of Agent; provided, however, that as concerns any sublicense, the consent of the Agent will not be unreasonably withheld.

7. If any Event of Default (as defined in the Credit Agreement or Loan Documents) shall have occurred and be continuing, Borrowers' license under the Trademarks, as set forth in Paragraph 6 above, shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrowers, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Reading, Pennsylvania, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Borrowers may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Borrowers. Notice of any sale or other disposition of the Trademarks shall be given to Borrowers at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrowers hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Loan Documents or Banks or Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrowers, which right is hereby waived and released.

8. At such time as Borrowers shall completely satisfy all of the Liabilities, this Agreement shall terminate and Agent shall execute and deliver to Borrowers all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrowers full title to the Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses incurred by Agent in connection with the enforcement of any of the provisions of this Agreement and all other documents relating hereto and the consummation of this transaction, 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 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 and paid by Borrowers on demand by Agent and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Borrowers shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any trademark applications of the Trademarks material to their business pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make federal application on registerable but unregistered Trademarks material to their business, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Borrowers. The Borrowers shall not abandon any Trademark material to their business without the consent of the Agent, which consent shall not be unreasonably withheld.

11. Borrowers shall have the right, with the prior written consent of Agent, which will not be unreasonably withheld, to bring or defend any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Agent may, if necessary, be joined as a nominal party to such suit if Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Borrowers shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this Paragraph 11.

12. In the event of the occurrence of an Event of Default under the Credit Agreement and/or Loan Documents, Borrowers hereby authorize and empower Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrowers' true and lawful attorney-in-fact, with the power to endorse Borrowers' name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Borrowers hereby ratify all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. If Borrowers fail to comply with any of its obligations hereunder, Agent may do so in Borrowers' name or in Agent's name, but at Borrowers' expense, and Borrowers hereby agree to reimburse Agent in full for all expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Trademarks.

14. No course of dealing between Borrowers and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement and/or Loan Documents 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.

15. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Guaranty, Credit Agreement and/or Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 Agreement in any jurisdiction. The Background provisions set forth hereinabove are incorporated herein.

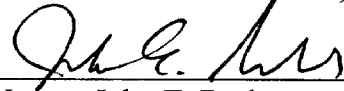
17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6 above.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

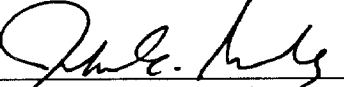
THE PHOENIX FORGE GROUP, LLC.

By: 
Name: John E. Rodgers
Title: Manager

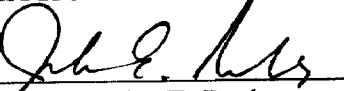
BARCO INDUSTRIES, INC.

By: 
Name: John E. Rodgers
Title: CEO

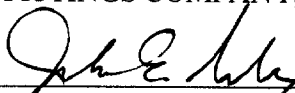
PHOENIX FORGING COMPANY, INC.

By: 
Name: John E. Rodgers
Title: CEO

PHOENIX HOTFORM COMPANY

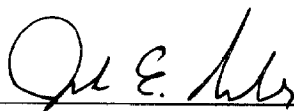
By: 
Name: John E. Rodgers
Title: Manager

PHOENIX FITTINGS COMPANY, LLC

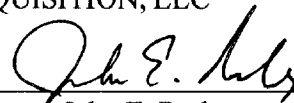
By: 
Name: John E. Rodgers
Title: Manager

JERLAD CAPITAL, a general partnership

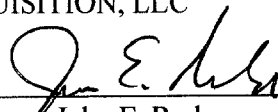
By: OJ LEASING, a Pennsylvania
general partnership, by its Managing
General Partner

By: 
Name: John E. Rodgers
Title: General Partner

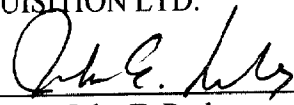
CMC ACQUISITION, LLC

By: 
Name: John E. Rodgers
Title: Manager

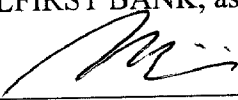
CPP ACQUISITION, LLC

By: 
Name: John E. Rodgers
Title: Manager

CPP ACQUISITION LTD.

By: 
Name: John E. Rodgers
Title: President

ALLFIRST BANK, as a Bank and Agent

By: 
Name: *Michael J. Proctor*
Title: *Vice President*

SCHEDULE "A" TO A TRADEMARK COLLATERAL ASSIGNMENT

<u>Owner</u>	<u>Trademark</u>	<u>Class</u>	<u>Reg. No.</u>	<u>Date of Grant</u>	<u>Status¹</u>
Barco Industries	Barco	8	1,774,963	June 8, 1993	Renewal due 6/8/03
	Blue Lobes on Axe Head	8	210,847	March 23, 1926	Renewal due 3/23/06
	Flint Edge	8	30,835	Nov. 9, 1897	Renewal due 9/22/07
	Installer	8	(74/444902)		Refused; application will lapse
	Jim Dandy	8	1,881,883	March 7, 1995	§8 and §15 Affidavits due 3/7/01 Renewal due 3/7/05
	Kelly	8	864,945	Feb. 18, 1969	Renewal due 2/18/09
	Kelly Perfect	8	865,282	Feb. 25, 1969	Renewal due 2/25/09
	Light Duty	8	1,780,059	July 6, 1993	Renewal due 7/6/03
	Papagayo	8	2,109,342	Oct. 28, 1997	§8 and §15 Affidavit due 10/28/03 Renewal due 10/28/07
					Argentina renewal due 4/29/04
					Brazil renewal due 4/16/06
					Chile renewal due 7/19/04
					Columbian renewal due 6/30/04
					Costa Rica renewal due 8/2/04

¹ All trademarks are registered in the US unless otherwise noted.

Dominican Republic renewal due
7/15/14

Mexican renewal due 2/10/04

Panama Renewal due 7/15/04

Applications in progress:

El Salvador

Guatemala

Nicaragua

	Perfect	8	855,511	Aug. 27, 1968	Renewal due 8/27/08
	Vermontown	8	1,771,125	May 18, 1993	Renewal due 5/18/03
	Woodslasher	8	966,009	Aug. 14, 1973	Renewal due 8/14/03
Phoenix Fittings	Triangle +F	6, 40			
Phoenix Forging	Forged With Pride	6	2,230,468	March 9, 1999	Affidavit due 3/9/05 Renewal due 3/9/09
	Hi-Five	6	1,713,029	Sept. 8, 1992	Renewal due 9/8/02
	Hydro Flight	6	1,865,569	Dec. 6, 1994	Renewal due 12/6/04
	Hy-Plus	4, 17	1,506,761	Oct. 4, 1988	Renewal due 10/4/08
	Isolator	17	1,713,663	Sept. 8, 1992	Renewal due 9/8/02
	Phoenix and Design	6, 40	1,783,836	July 27, 1993	Renewal due 7/27/03
	Phoenixfit	6	1,748,120	Jan. 26, 1993	Renewal due 1/26/03
	Trans-O-Con	6	1,713,030	Sept. 8, 1992	Renewal due 9/8/02

Phoenix Forge Group, LLC	Triangle Logo	6	700,047	June 28, 1960	Renewal due 6/28/20
Phoenix Forge Group, LLC	Commanding a Higher Standard	6,40	(75/422733)		
Phoenix Hotform	Triangle & H	6, 40			
Phoenix Forge Group	Camco Fittings Co.		75,143128	July 26, 1996	Abandoned
	Cap Products		75/140621	July 26, 1996	
	Capguard		2,243,112	May 4, 1999	
			75/144982	August 5, 1996	
			2201835	November 3, 1998	
	Capitol		75/140618	July 26, 1996	
			2196293	October 13, 1998	
	Capitol		970008332	January 27, 1997	China/Abandoned
	Capitol		285033	January 24, 1997	Mexico
			551266	June 25, 1997	Mexico
	Capitol		117309	January 24, 1997	Philippines
	Capitol		864104	January 24, 1997	Taiwan
			00794321	February 1, 1998	Taiwan
	Camco		2000072503	May 26, 2000	China
			1649510	October 14, 2001	China
	Camco				Mexico
	Camco		4-2000-02492	March 29, 2000	Philippines

Camco	89015548		Taiwan/Closed
Camco	136,252	March 27, 2000	Israel
	136,252		
Cap Products	1,060,510	May 25, 2000	Canada
Cap Products	2000092080	June 26, 2000	China
Cap Products	443728	August 23, 2000	Mexico
	674246	September 29, 2000	Mexico
Cap Products	4-2000- 0002715	April 5, 2000	Philippines
Cap Products	89018075	April 5, 2000	Taiwan
Cap Products	136,555	April 3, 2000	Israel
	136,555	July 3, 2001	Israel
Capguard	834464	January 23, 1997	Canada
	TMA521,553	January 14, 2000	Canada
Capguard	285499	January 29, 1997	Mexico