

07-23-2002

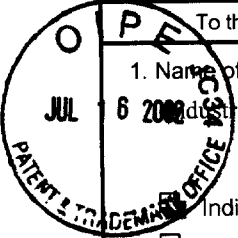
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF CO. U.S. Patent and Trademark

102164652

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



1. Name of conveying party(ies): Industrial Motion Control, LLC

7.16.02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 5 MAY 6, 2002

2. Name and address of receiving party(ies)

Name: JP Morgan Chase Bank, as Administrative and Collateral Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State a New York banking corporation 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)

B. Trademark Registration No.(s) 1,380,767

Additional number(s) attached Yes No

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

Name: Rakesh Patel, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41): \$ 615.00

- 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.

Johanne Rémy Name of Person Signing

Signature

July 15, 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/22/2002 LUNELLER 00004091 1380767 40 04 57 01 02

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Mark	Registration No.	Registration Date
AMCAM and Design	1,380,767	01/23/1986
CAMBOT	1,212,967	10/19/1982
CAMCARE (Stylized)	2,182,649	08/18/1998
CAMPARTS	2,244,457	05/11/1999
CAMPARTS (Stylized)	2,152,809	04/21/1998
CAMTRONICS	2,353,167	05/30/2000
CCAMCO (Stylized)	946,272	10/31/1992
CAMCARE	2,351,157	05/23/2000
CAMTROL	1,017,302	06/13/1961
ELECTRO-DEX	1,216,484	11/16/1982
FERGUSON	2,151,693	04/21/1998
INTERMITTER	629,935	07/03/1956
PARA-DEX	913,064	06/08/1971
PER-MAGNA	997,898	11/12/1974
PICKOMATIC	1,026,570	12/09/1975
RITE-TORQUE	1,014,009	06/24/1975
THE FERGUSON DRIVE	1,015,651	07/15/1975
TRANS-O-MATOR	625,265	04/17/1956
CRANE-FERGUSON	2,445,485	04/24/2001

GYROSCOPE DESIGN	2,299,707	12/14/1999
SENTRY	2,339,188	04/04/2000
TITAN	2,362,976	06/27/2000
GUARDIAN	2,409,535	11/28/2000
PINNACLE	2,424,131	01/22/2001

# SECURITY AGREEMENT

## (TRADEMARKS)

WHEREAS, Industrial Motion Control, LLC, a Delaware limited liability company (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of September 26, 2001 (the "Security Agreement") among Grantor, the other Pledgors named therein and Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 270 Park Avenue, New York, New York 10017.

[Signature Page To Follow]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be  
duly executed by its officer thereunto duly authorized as of the 6th th day of May, 2002.

INDUSTRIAL MOTION CONTROL, LLC

By: Eric W Meyer  
Name: ERIC W. MEYER  
Title: PRESIDENT

By: Gregory A Cook  
Name: Gregory A. Cook  
Title: V.P. Finance