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To the Honorable Commissioner of P

102169257

attached original documents or copy thereof.

Name of conveying party(ies):

Mellon Bank, N.A.

7.22.02

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Assignment of Security Interest

Execution Date: June 28, 2002

2. Name and address of receiving party(ies)

Name: Owen Industries, Inc.

Internal Address: _____

Street Address: 501 Avenue H

City: Carter Lake State: IA ZIP: 51510

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 No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

07/25/2002 RAHMED1 00000153 2447081

DO NOT USE THIS SPACE

01 FC+101 40.00 OP
02 FC+102 50.00 OP

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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

7/15/02
Date

Total number of pages including cover sheet, attachments, and document: 3

Continuation
Item 4

Schedule 1

I. U.S. Trademark/Service Mark Registrations:

| | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Int. Class</u> | <u>Goods</u> |
|---|-------------|-----------------|------------------|-------------------|--|
| ① | Slagger | 2447081 | April 24, 2001 | 007, 020 | Motor Powered Scraper Blade, Industrial Work Tables |

II. U.S. Trademark/Service Mark Applications:

| | <u>Mark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Int. Class</u> | <u>Goods</u> |
|---|----------------------------|-----------------|------------------|-------------------|--|
| ② | Lincbolt | 75940787 | March 9, 2000 | 035 | Store Services, Featuring mechanical fasteners. |
| ③ | Lincoln Structural Bolt | 75940786 | March 9, 2000 | 035 | Store Services, Featuring mechanical fasteners. |

**ASSIGNMENT OF SECURITY INTEREST
(Trademarks)**

This **ASSIGNMENT OF SECURITY INTEREST**, dated as of June 28, 2002, is made by MELLON BANK, N.A., as agent (the "Agent").

WHEREAS, Owen Industries, Inc. (the "Grantor"), has granted a security interest in certain personal property to the Agent, including without limitation a security interest in certain trademarks (the "Trademarks"); and

WHEREAS, the Agent has agreed to assign its security interest in all of such Trademarks, including, without limitation the Trademarks identified on Schedule 1 hereto, as herein provided;

NOW, THEREFORE, for valuable consideration, the Agent hereby assigns all mortgages, liens and security interests granted to the Agent in the following Trademarks:

1. each trademark, trademark registration and trademark registration application of the Grantor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 1 attached hereto; and
2. each trademark license to which the Grantor is a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Assignment of Security Interest to be duly executed as of the date first set forth above.

MELLON BANK, N.A.

By: *Bary A. Saul*
Name: BARY A SAUL
Title: First Vice President

Signature Page to
Termination of Security Interest

1008473.1

TRADEMARK
REEL: 002550 FRAME: 0525

Schedule 1

I. U.S. Trademark/Service Mark Registrations:

①

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Int. Class</u> | <u>Goods</u> |
|-------------|-----------------|------------------|-------------------|--|
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②

| <u>Mark</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Int. Class</u> | <u>Goods</u> |
|-------------|-----------------|------------------|-------------------|--|
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