



10-08-2002



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

J.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):  
Fleet Capital Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State of Rhode Island  
 Other: 10/03/02

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

2. Name and address of receiving party(ies):  
Name: TT Machinery Holdings, Inc.  
Internal Address: Suite 600  
Street Address: 7701 Forsyth Boulevard  
City: St. Louis  
State: Missouri      Zip: 63105

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  
(Designations must be a separate document from assignment)       No

Additional name(s) & address(es) attached?       Yes       No

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: Transfer of Security Agreement

Execution Date: August 28, 2002

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

Additional numbers attached?       Yes       No

B. Trademark Registration No.(s):

739,418	738,717	705,953
692,774	842,831	290,179
770,404	1,297,392	

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

Name: Donald A. Gregory  
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: F8800.1000  
Street Address: 2101 L Street NW

City: Washington      State: DC      Zip: 20037-1526

6. Total Number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 320.00

Enclosed  
 Authorized to be charged to Deposit Account  
 Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number: 04-1073  
(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.*

William E. Powell, III      W.E. Powell      October 3, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 4

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01 FC:481      40.00 OP  
02 FC:482      175.00 OP

## ASSIGNMENT OF TRADEMARK MORTGAGE

This ASSIGNMENT OF TRADEMARK MORTGAGE is made as of this 29<sup>th</sup> day of August, 2002 between FLEET CAPITAL CORPORATION, a Rhode Island corporation (hereinafter referred to as the "Assignor") and TT MACHINERY HOLDINGS, INC., a Delaware corporation (hereinafter referred to as the "Assignee").

### WITNESSETH

WHEREAS, that certain Loan and Security Agreement dated as of February 19, 1999, as amended (the "**Loan Agreement**") was entered into by and among certain financial institutions ("**Lenders**") which are signatories to the Loan Agreement, Tubular Textile LLC, a Georgia limited liability company ("**Borrower**") and Assignor (individually as a Lender and, in its capacity as agent for such financial institutions, "Agent");

WHEREAS, pursuant to the Loan Agreement, Borrower granted Agent a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Borrower and Assignor entered into that certain Trademark Mortgage dated as of February 19, 1999 which was recorded in the records of the United States Patent and Trademark Office at Trademark Reel 1862, Frame 0098 (hereinafter referred to as the "Mortgage");

WHEREAS, Assignor and Harbour Group Investments IV, L.P., a Delaware limited partnership ("Fund IV"), entered into a Loan Purchase and Sale Agreement of even date herewith (the "Loan Purchase Agreement"), pursuant to which Fund IV has agreed to purchase all of Assignor's rights, title and interest, in the Loan Agreement;

WHEREAS, pursuant to an Assignment and Assumption Agreement between Fund IV and Assignee, Fund IV has agreed to assign all of its rights and obligation in, to and under the Loan Purchase Agreement to Assignee and Assignee has agreed to assume all of Fund IV's obligation under the Loan Purchase Agreement and agreed to be bound by the terms thereof; and

WHEREAS, in connection with the Loan Purchase Agreement, Assignor desires to assign, and Assignee desires to take by assignment, all of Assignor's rights and obligations in, to and under the Mortgage.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby purchases, assumes and undertakes from Assignor, without recourse and without representation or warranty, except as otherwise expressly provided in the Loan Purchase Agreement, the entire right, title and interest in, to and under the Mortgage.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.

**ASSIGNOR:**

Signed at Providence, in the County of Providence

State of RI, this 28 day of August, 2002.

FLEET CAPITAL CORPORATION, as Agent

By: Albert J. Buresh

Type Name: Albert J. Buresh

Title: Vice President

STATE OF Rhode Island  
COUNTY OF Providence

On this 25<sup>th</sup> day of August, 2002 personally before me came Albert J. Buresh, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

Whitcomb Corner  
Notary Public  
My Commission Expires 8/17/03

