



102320168

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

1. Name of conveying party(ies):

NUPLA ACQUISITION CORPORATION

12-24-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: DECEMBER 9, 2002

2. Name and address of receiving party(ies):

Name: MARWIT CAPITAL COMPANY, L.P.

Internal

Address:

Street Address: 180 NEWPORT CENTER DRIVE, STE. 200

City: NEWPORT BEACH State: CA ZIP: 92660

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership DELAWARE
- 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

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

A. Trademark Application No.(s)

78/133,680

B. Trademark Registration No.(s)

620,777	842,300	857,714	877,573
622,110	846,668	858,248	961,982
628,215	851,863	877,572	979,892

Additional numbers attached?  Yes  No

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

Name: BARBARA ALDER

Internal Address: PAUL, HASTINGS, JANOFSKY & WALKER, LLP

Street Address: 695 TOWN CENTER DRIVE, 17<sup>TH</sup> FLOOR

City: COSTA MESA State: CA ZIP: 92626

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 3.41):

\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

12/24/2002 6TON11 00000171 78133680

DO NOT USE THIS SPACE

01 FC:0521 40.00 CP  
02 FC:0522 800.00 CP

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.

BARBARA ALDER

Name of Person Signing

*Barbara Alder*

Signature

12.20.02

Date

Total number of pages including cover sheet, attachments, and document: 10

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

**Attachment to Trademark Recordation Form Cover Sheet**

**Continuation of Item 4B: Trademark Registration Numbers:**

1,450,821  
1,451,319  
1,581,084  
1,585,335  
1,609,594  
1,771,128  
1,791,304  
1,791,305  
1,848,082  
1,912,260  
1,916,002  
1,956,871  
2,023,265  
2,011,222  
1,997,706  
2,008,307  
2,134,941  
2,139,580  
2,236,169  
2,416,592

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Trademark Agreement") is made as of this 9<sup>th</sup> day of December, 2002, by Nupla Acquisition Corporation, a California corporation ("Grantor"), in favor of Marwit Capital Company, L.P. ("Grantee"), for itself and as agent for the "Purchasers" as defined in the Agreement (defined below).

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Securities Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), providing for extensions of credit to be made to Grantor by Purchasers; and

WHEREAS, as a condition to such extensions of credit made or to be made by Purchasers to Grantor pursuant to the Agreement, Grantor shall grant to Grantee a security interest in the Collateral described below.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. DEFINITIONS

The Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

#### 2. GRANT OF SECURITY

**2.1 Grant of Security.** To secure the complete and timely payment and satisfaction of the payment and performance obligations of Grantor under the Agreement and the other Loan Documents, including this Trademark Agreement (collectively, together with any other obligations of Grantor to Grantee now or hereafter existing, the "Obligations"), Grantor hereby grants to Grantee a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under any U.S. and foreign trademarks, including those referenced on Schedule 1 attached hereto, and all related goodwill of Grantor.

**2.2 Security Agreement.** This Trademark Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Grantee in the Trademarks with the United States Patent and Trademark Office. The security interest and continuing lien granted herein has been granted as a supplement to, and not in limitation of, the security interest and continuing lien granted to the Grantee under the Security Agreement entered into in connection with the Agreement. Such Security Agreement (including all the rights and remedies of the Grantee thereunder)

shall remain in full force and effect in accordance with their respective terms, and are incorporated herein by reference.

### 3. MISCELLANEOUS

3.1 Counterparts. This Trademark Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

3.2 Choice of Law. This Trademark Agreement shall be governed by the laws of the State of California.

3.3 Severability. If any part of this Trademark Agreement is for any reason found unenforceable, all other parts nevertheless remain enforceable.


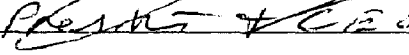
*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has caused this Trademark Agreement to be executed by a duly authorized officer as of the date first written above.

**NUPLA ACQUISITION CORPORATION**

By: \_\_\_\_\_

Its: \_\_\_\_\_

SCHEDULE 1

1. U.S. Trademark Registration No. 620,777, registered February 7, 1956, for the mark IMPAX;
2. U.S. Trademark Registration No. 622,110, registered February 28, 1956 for the mark NUPLAFLEX;
3. U.S. Trademark Registration No. 628,215, registered June 5, 1956 for the mark NUPLA;
4. U.S. Trademark Registration No. 842,300, registered January 16, 1968 for the mark NUPLAGLAS;
5. U.S. Trademark Registration No. 846,668, registered March 26, 1968 for the mark NUPLA;
6. U.S. Trademark Registration No. 851,863, registered July 2, 1968 for the mark NUPLAGLAS;
7. U.S. Trademark Registration No. 857,714, registered October 1, 1968 for the mark NUPLA-BOND;
8. U.S. Trademark Registration No. 858,248, registered October 8, 1968 for the mark CIP;
9. U.S. Trademark Registration No. 877,572, registered September 23, 1969 for the mark SUPER-STRAND;
10. U.S. Trademark Registration No. 877,573, registered September 23, 1969 for the mark MULTI-STRAND;
11. U.S. Trademark Registration No. 961,982, registered June 26, 1973 for the mark NULOK;
12. U.S. Trademark Registration No. 979,892, registered March 5, 1974 for the mark STRIKON;

13. U.S. Trademark Registration No. 1,450,821, registered August 4, 1987 for the mark WE CAN HANDLE ANYTHING;
14. U.S. Trademark Registration No. 1,451,319, registered August 4, 1987 for the mark WE CAN HANDLE ANYTHING;
15. U.S. Trademark Registration No. 1,581,084, registered February 6, 1990 for the mark DYNAMIC...INNOVATIVE...RESPONSIVE THAT'S WHAT MAKES NUPLA BETTER THAN THE "STONE AGE" COMPETITION!;
16. U.S. Trademark Registration No. 1,585,335, registered March 6, 1990 for the mark NUPLA and Design;
17. U.S. Trademark Registration No. 1,609,594, registered August 14, 1990 for the mark Ee SERIES Logo;
18. U.S. Trademark Registration No. 1,771,128, registered May 18, 1993 for the mark TAURUS Logo;
19. U.S. Trademark Registration No. 1,791,304, registered September 7, 1993 for the mark TAURUS CLASSIC;
20. U.S. Trademark Registration No. 1,791,305, registered September 7, 1993 for the mark TAURUS SURVIVOR;
21. U.S. Trademark Registration No. 1,848,082, registered August 2, 1994 for the mark STRIKE PRO;
22. U.S. Trademark Registration No. 1,912,260, registered August 15, 1995 for the mark STRIKE FORCE;
23. U.S. Trademark Registration No. 1,916,002, registered September 5, 1995 for the mark POWER DRIVE;
24. U.S. Trademark Registration No. 1,956,871, registered February 13, 1996 for the mark PRO-TEC CLASSIC;
25. U.S. Trademark Registration No. 2,023,265, registered December 17, 1996 for the mark LIFETIME;

26. U.S. Trademark Registration No. 2,011,222, registered October 22, 1996 for the mark DRESS OF GOODS;
27. U.S. Trademark Registration No. 1,997,706, registered August 27, 1996 for the mark DRESS OF GOODS;
28. U.S. Trademark Registration No. 2,008,307, registered October 15, 1996 for the mark POWER PYLON;
29. U.S. Trademark Registration No. 2,134,941, registered February 3, 1998 for the mark MECH/LOC;
30. U.S. Trademark Registration No. 2,139,580, registered February 24, 1998 for the mark KEY/LOC;
31. U.S. Trademark Registration No. 2,236,169, registered March 30, 1999 for the mark MICRO-STRIKE;
32. U.S. Trademark Registration No. 2,416,592, registered December 26, 2000 for the mark SMART HAMMER;
33. U.S. Trademark Registration Serial No. 78/133,680, filed June 6, 2002 for the mark NUPLACAST;
34. Australian Trademark Registration No. 206832, registered December 12, 1966 for the mark NUPLA;
35. Australian Trademark Registration No. 551109, registered February 26, 1991 for the mark Ee SERIES;
36. Benelux Trademark Registration No. 368 708, registered August 21, 1980 for the mark POWER DRIVE;
37. Benelux Trademark Registration No. 304 411, registered May 11, 1971 for the mark NUPLA;
38. Benelux Trademark Registration No. 494 913, registered January 11, 1991 for the mark Ee SERIES;



39. Canadian Trademark Registration No. 156,839, registered May 17, 1968 for the mark NUPLA;
40. Canadian Trademark Registration No. 152,266, registered July 28, 1967 for the mark NUPLAFLEX;
41. Canadian Trademark Registration No. 152,667, registered August 18, 1967 for the mark NUPLAGLAS;
42. CTM Trademark Registration No. 20446, registered January 5, 1998 for the mark POWER PYLON;
43. CTM Trademark Registration No. 273631, registered October 13, 1998 for the mark MECH/LOC;
44. CTM Trademark Registration No. 826024, registered September 17, 1999 for the mark MICRO-STRIKE;
45. Finnish Trademark Registration No. 126.789, registered June 21, 1993 for the mark Ee SERIES;
46. Finnish Trademark Registration No. 125.895, registered March 22, 1993 for the mark CUSH-N-GRIP;
47. French Trademark Registration No. 1 380 632, registered December 9, 1975 for the mark NUPLA;
48. French Trademark Registration No. 1 679 436, registered September 14, 1990 for the mark POWER DRIVE;
49. French Trademark Registration No. 1 658 804, registered January 10, 1991 for the mark Ee SERIES;
50. Great Britain Trademark Registration No. 901,291, registered November 14, 1966 for the mark NUPLA;
51. Great Britain Trademark Registration No. 1,135,125, registered June 11, 1980 for the mark NUPLA;

52. Great Britain Trademark Registration No. 1,444,360, registered October 15, 1990 for the mark Ee SERIES;
53. Great Britain Trademark Registration No. 1,451,329, registered October 9, 1990 for the mark LOCSTUD;
54. Great Britain Trademark Registration No. 1,451,334, registered December 28, 1990 for the mark STUDLOC;
55. Norwegian Trademark Registration No. 108.107, registered April 15, 1981 for the mark NUPLA;
56. Norwegian Trademark Registration No. 157284, registered June 24, 1993 for the mark Ee SERIES;
57. Norwegian Trademark Registration No. 155.605, registered March 11, 1993 for the mark CUSH-N-GRIP;
58. Swedish Trademark Registration No. 120.058, registered June 16, 1967 for the mark NUPLA;
59. Swiss Trademark Registration No. 309.464, registered December 1, 1980 for the mark POWER DRIVE;
60. Swiss Trademark Registration No. 348.927, registered November 21, 1986 for the mark NUPLA;
61. Swiss Trademark Registration No. 392.237, registered August 20, 1991 for the mark Ee SERIES;
62. Swiss Trademark Registration No. 392.330, registered August 20, 1991 for the mark CUSH-N-GRIP;
63. West German Trademark Registration No. 839.611, registered November 28, 1967 for the mark NUPLA