



To the Honorable Commissioner of Patents and Trademarks  
102320384

with the attached original documents or copy thereof.

Name of conveying party(ies):

Fidlar Acquisition Co.

2002 DEC 18 AM 11:38  
FINANCE SECTION  
12-18-02

Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: 2nd Floor

Street Address: 401 Merritt Seven

City: Norwalk State: CT ZIP: 06856

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State MI

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: December 21, 2001

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)

2,254,156

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: 1

7. Total fee (37 CFR 3.41) \$ 40.00

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)

12/23/2002 6TDM11 00000158 2254156

DO NOT USE THIS SPACE

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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

*Laura Konrath*  
Signature

12/12/02  
Date

Total number of pages including cover sheet, attachments, and document: 1

**AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT**

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2001 (this "Trademark Security Agreement"), by FIDLAR ACQUISITION CO., a Michigan corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 1999 by and among Grantor, the other Borrower party thereto, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, and as amended through the date hereof, the "Credit Agreement"), Lenders have agreed to make certain Loans for the benefit of Grantor and the Borrowers;

WHEREAS, Grantor has previously executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of December 7, 1999 among the Borrowers, Grantor and Agent (including all annexes, exhibits or schedules thereto, as amended through the date hereof, the "Original Security Agreement") and that certain Trademark Security Agreement dated as of December 7, 1999 between Grantor and Agent (including all annexes, exhibits or schedules thereto, as amended through the date hereof, the "Original Trademark Security Agreement");

WHEREAS, Grantor, the Borrowers, Agent and Lenders are concurrently entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") and the Grantor, Borrowers and Agent are concurrently entering into that certain Amended and Restated Security Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Security Agreement, Grantor has agreed to amend and restate the Original Trademark Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

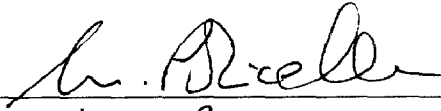
- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIDLAR ACQUISITION CO.

By:   
Name: M. BLICEU  
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FIDLAR ACQUISITION CO.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: James H. Kaufman

Name: James H. Kaufman

Title: Senior VP

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS        )  
                                  )        ss.  
COUNTY OF COOK        )

On this 21st day of December, 2001 before me personally appeared James H. Kaufman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fidlar Acquisition Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Anita E. Panganiban  
Notary Public

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