

01-14-2003

Form PTO-1594

(Rev 6-93)



F

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner,

102337505

... original documents or copy thereof.

Name of conveying party(ies):

WEIGH-TRONIX, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporations
☐ Other

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

3. Nature of conveyance:

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

Execution Date: December 20, 2002

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

Name: FLEET NATIONAL BANK, as administrative agent

Internal Address:

Street Address: 777 Main Street

City: Hartford State: CT ZIP: 06115

Country:

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other bank, financial institution

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 trademark number(s): 76/437420 & 76/395761

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

76437420

Additional numbers attached * Yes ☐ No

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved:

2

7. Total fee (37 CFR 3.41): \$65.00

* Enclosed (Check No. 2131)

☐ 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.

Robert E. Rude II
 Name of Person Signing

RSK II
 Signature

January 8, 2003
 Date

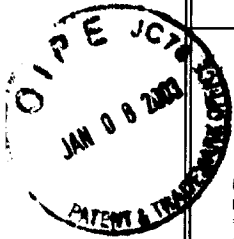
Total number of pages comprising cover sheet and document attachments: 6

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01 FC:8521
 02 FC:8522

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 25.00 DP

TRADEMARK
 REEL: 002648 FRAME: 0193



SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	Avery Weigh-Tronix	76/437420	08/05/02
United States	Traxle	76/395761	04/15/02

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of December 30, 2002, is made between Weigh-Tronix, Inc., a Delaware corporation (the "*Grantor*"), and FLEET NATIONAL BANK, in its capacity as Administrative Agent (the "*Administrative Agent*") under that certain Second Amended and Restated Credit Agreement, dated as of November 7, 2002 (as amended, restated or otherwise modified from time to time, the "*Credit Agreement*"), among AVERY WEIGH TRONIX, INC. ("*Holdings*"), SWT FINANCE B.V. (the "*Borrower*"), WEIGH-TRONIX CANADA, ULC ("Weigh-Tronix Canada", and collectively with the Borrower, the "*Borrowers*"), the several banks and other financial institutions or entities from time to time parties thereto (the "*Lenders*") and the Administrative Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have made certain Loans and other financial accommodations to the Borrowers which remain outstanding;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of November 7, 2002 (as amended, restated or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*") in which the Grantor assigned, transferred and granted to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Obligations;

WHEREAS, pursuant to Section 5.5(d) of the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby assign and transfer to the Administrative Agent, and grant to the Administrative Agent, for the ratable benefit of the Lenders (and any affiliates of any Lender to which Hedge Agreement Obligations are owing), a security interest in, all of the following property (the "*Trademark Collateral*"), whether now owned or any time hereafter acquired or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in

the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including without limitation, any of the foregoing referred to in Schedule I attached hereto, and (ii) the right to obtain all renewals thereof,

(b) all Trademark Licenses, including each trademark license referred to in Schedule I attached hereto; and

(c) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Lender under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the payment in full of the Loans, the Reimbursement Obligations and the other Obligations (other than Borrower Hedge Agreement Obligations), the termination of the Commitments and the cancellation or cash collateralization of all Letters of Credit, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary, proper or desirable to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

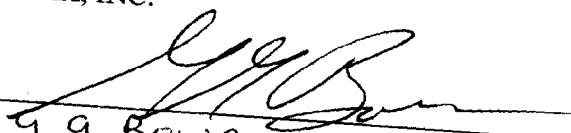
SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGH-TRONIX, INC.

By 
Name: G. G. Bowe
Title: Director

FLEET NATIONAL BANK,
as Administrative Agent


By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

WEIGH-TRONIX, INC.

By _____
Name:
Title:

FLEET NATIONAL BANK,
as Administrative Agent

By  _____
Name: Andrew J. Maidman
Title: VP