

01-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



102338467

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Lincoln Industrial Corporation Orsco, Inc. LN Acquisition Corp. 1-9-03 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Heller Financial, Inc. Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Amendment to Security Agreement Execution Date: 12-31-02

4. Application number(s) or registration number(s): A. Trademark Application No.(s) None B. Trademark Registration No.(s) See attached Schedule A Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Donna J. Hunter, Paralegal Internal Address: Paul, Hastings, Janofsky & Walker LLP Street Address: 600 Peachtree Street, N.E. Suite 2400 City: Atlanta State: GA Zip: 30308-222

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41) \$ 65.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 16-0752

DO NOT USE THIS SPACE

9. Signature. Donna J. Hunter Name of Person Signing Signature Date January 9, 2003

Total number of pages including cover sheet, attachments, and document 15

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

01/14/2003 6TOM11 00000101 1905317

01 FC:4521 40.00 DP 02 FC:4522 25.00 DP

TRADEMARK REEL: 002648 FRAME: 0740

SCHEDULE A

MARK

REGISTRATION NO.

DUAL CONVERTER

1905317

SILVERLINE

1842696

FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is executed and delivered as of the 31st day of December, 2002, by and among LINCOLN INDUSTRIAL CORPORATION (formerly known as Lincoln Industrial Acquisition Corporation), a Delaware corporation ("Lincoln Industrial"), ORSCO, INC. (formerly known as Orsco Acquisition Corporation), a Delaware corporation ("Orsco"), and LN ACQUISITION CORP., a Delaware corporation ("LN Acquisition" and together with Lincoln Industrial and Orsco, the "Grantors"), and HELLER FINANCIAL INC., a Delaware corporation, in its capacity as agent for the Lenders (as defined in the Credit Agreement described below) (the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantors and the Agent are parties to that certain Credit Agreement dated as of December 21, 2001, as amended by that certain First Amendment to Credit Agreement dated as of December 31, 2002 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, as borrowers, the other Credit Parties signatory thereto, the Agent and the Lenders signatory thereto from time to time (each, a "Lender" and collectively, the "Lenders"); and

WHEREAS, to secure the Grantors' obligations under the Credit Agreement, the Grantors and the Agent have executed and delivered that certain Trademark Security Agreement dated as of December 21, 2001 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), pursuant to which each of the Grantors has granted in favor of the Agent a security interest in, among other things, all of its Trademarks and all Trademark Licenses to which it is a party; and

WHEREAS, the parties desire to amend the Trademark Security Agreement to amend and restate the list of Trademarks and Trademark Licenses attached as Schedule I to reflect the acquisition of additional Trademarks and Trademark Licenses by Lincoln Industrial in connection with the Prism Acquisition;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that capitalized terms used herein and not otherwise defined herein, shall have the meanings ascribed thereto in the Credit Agreement, and hereby further agree as follows:

1. Amendment to Schedule I. Schedule I to the Trademark Security Agreement is hereby deleted in its entirety and Schedule I attached hereto is substituted in lieu thereof.
2. No Other Amendment. Except as specifically modified and amended hereby, the text of the Trademark Security Agreement and all other Loan Documents shall remain unchanged and in full force and effect.

3. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile transmission shall be as effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and performed in that State and any applicable laws of the United States of America.

5. Loan Document. This Amendment shall be deemed to be a Loan Document for all purposes.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

GRANTORS:

LINCOLN INDUSTRIAL CORPORATION

By: Mark T Schauf
Name: _____
Title _____

ORSCO, INC.

By: Mark T Schauf
Name: _____
Title _____

LN ACQUISITION CORP.

By: Mark T Schauf
Name: _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment as of the day and year first above written.

GRANTORS:

LINCOLN INDUSTRIAL CORPORATION

By: _____

Name: _____

Title _____

ORSCO, INC.

By: _____

Name: _____

Title _____

LN ACQUISITION CORP.

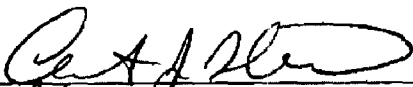
By: _____

Name: _____

Title _____

ACCEPTED AND ACKNOWLEDGED BY:

HELLER FINANCIAL, INC.,
as Agent

By:  _____
Name: Anthony F. DiChiara
Title: Vice President

Schedule I
to
Trademark Security Agreement

TRADEMARKS

**1. TRADEMARKS OWNED BY LINCOLN INDUSTRIAL CORPORATION -
United States**

Mark	Status	Ser./Reg. No.	File/Reg. Date	Owner	Goods/Services
AIR BRAKE	Supplemental Register – Registration Canceled	1,869,037	12/20/94	Lincoln Ind. Corp.	Air logic control modules for providing runaway control of pneumatic pumps by disabling operation of such pneumatic pumps
AIR BRAKE	Registered	2,440,537	04/03/01	Lincoln Ind. Corp.	Air logic control modules for providing runaway control of pneumatic pumps by disabling operation of such pneumatic pumps
AIRCARE	Registered	2,197,824	10/20/98	Lincoln Ind. Corp.	Air preparation units for conditioning compressed air, for use with machines, and component parts therefor, namely, pneumatic filters, regulators and lubricators
BEARINGS SAVER (and Design)	Registered	1,999,458	9/10/96	Lincoln Ind. Corp.	Providing customized evaluation of comprehensive lubrication program for industrial machinery and providing advice developing comprehensive lubrication programs for industrial machinery
CENTRO LUBER (Stylized)	Lapsed	550,725	11/13/51	Lincoln Ind. Corp.	Stationary and portable lubricating pumps
CENTRO- MATIC (Stylized)	Renewed	384,177	1/7/41	Lincoln Ind. Corp.	Centralized lubricating systems comprising pumps, injectors and bleeder valves

Mark	Status	Ser./Reg. No.	File/Reg. Date	Owner	Goods/Services
CONCEPTS	renewed	741,650	12/4/62	Lincoln Ind. Corp.	House organ magazine
DISPENSE PAK	Registered	1,812,705	12/21/93	Lincoln Ind. Corp.	Machines for dispensing silicone sealants, and parts therefor, namely, pumps, hoses and valves
DUO-MATIC	Registered	2,316,060	2/8/00	Lincoln Ind. Corp.	Valves, namely metering and reversing valves for measuring and controlling the flow of lubricants in lubrication systems
MODULAR LUBE (and Design)	Renewed	1,036,592	3/30/76	Lincoln Ind. Corp.	Divider valves, check valves, metal and plastic oil and grease reservoirs...(IC 6); lubricating systems...a cycle indicator and an electric control panel (IC 7); electrical and electromechanical control panels...and electrical proximity switches (IC 9); lubricant filters (IC 11)
MULTI-LUBER (Stylized)	Renewed	586,506	3/9/54	Lincoln Ind. Corp.	Lubricant injection apparatus comprising an injector for feeding lubricant
ORSCO INC. (and Design)	Registered	2,290,064	11/2/99	Lincoln Ind. Corp.	Injection lubrication systems, comprising pumps, nozzles, nipples, sockets, adaptors, couplings, plugs and tubing for industrial use
PILEDRIVER (Stylized)	Renewed	829,060	5/23/67	Lincoln Ind. Corp.	Pumps for lubricants, putty-like materials such as mastics, caulking compounds, and the like
POWER-MASTER	Renewed	765,830	3/3/64	Lincoln Ind. Corp.	Fluid-operated automotive lifts for lifting automobiles
POWER MASTER (and Design)	Renewed	675,950	3/24/59	Lincoln Ind. Corp.	Pumps for pumping materials from drums
QUICKLINC	Registered	2,364,821	7/4/00	Lincoln Ind. Corp.	Quick attachment metal fitting for lubrication systems

Mark	Status	Ser./Reg. No.	File/Reg. Date	Owner	Goods/Services
QUICKLUB	Registered	1,262,823	1/3/84	Lincoln Ind. Corp.	Couplings and fittings for conduits, tubes and hoses made of common metal (IC 6); machine lubricating equipment, etc. (IC 7); manually operated lubricators (IC 8); plastic pipes, hoses, fittings and couplings (IC 17)
SYSTEM SENTRY	Registered	1,753,143	2/16/93	Lincoln Ind. Corp.	Electronic controller/monitor for industrial lubrication systems
ZERK-LOCK	Registered	2,364,820	7/4/00	Lincoln Ind. Corp.	Quick attachment metal fitting for lubrication systems
GUARDIAN	Pending	76/294,036	08/02/01	Lincoln Industrial Corp.	Lubricating grease compounds for agricultural, automotive, industrial, marine, and general purpose use (IC 4); Metal oil cans sold empty, and oil can spouts (IC 6); Pneumatic grease guns and extensions, adaptors and accessories therefor; manual suction, rotary, and delivery pumps for transferring light fluids and oil; lubrication fittings (IC 7); Manually operated grease guns and extensions, adaptors and accessories therefor; hand tools, namely, wheel bearing packers, oil filter wrenches, and waste oil drains (IC 8).

2. TRADEMARKS OWNED BY LINCOLN INDUSTRIAL CORPORATION - Foreign

Mark	Country	Class	Reg. No.	Reg. Date	Expiration Date
CENTROMATIC	Australia	7	A365167	09/03/88	09/03/02

PILED RIVER	Canada	N/A	16724	08/20/42	08/20/02
CENTRO-MATIC	China	7	3320993	Pending	
LINCOLN AND HORIZONTAL BAR	China	6, 7, 9	2001177521	Pending	
PILED RIVER	China	7	3320961	Pending	
POWERLUBER	China	7	2001170305	Pending	
POWERMASTER	China	7	3320992	Pending	
CENTROMATIC	Mexico	7	284182	03/08/82	03/08/12
MODULAR-LUBE	Mexico	31	274447	03/08/82	03/08/12
MODULAR-LUBE	Mexico	7, 8, 9, 11, 12	274448	03/08/82	03/08/12
MODULAR-LUBE	Mexico	7, 8, 9, 11	274450	03/08/82	03/08/12
MODULAR-LUBE	Mexico	6, 7, 8, 11, 12	277724	03/08/82	03/08/12
MODULAR-LUBE	Mexico	1, 6, 8, 9, 11	277725	03/08/82	03/08/12

3. TRADEMARKS LICENSED BY LINCOLN INDUSTRIAL CORPORATION FROM MCNEIL (OHIO) CORPORATION - United States

Mark	Status	Ser./Reg. No.	File/Reg. Date	Owner	Goods/Services
KLEENSEAL (Stylized)	Renewed	530,764	9/19/50	McNeil (Ohio) Corp.	Transfer, filler, and bucket pumps designed to handle lubricants; lubricant guns, nozzles, couplers, adapters, swivels and similar fittings therefor; and lubricant-receiving fittings for attachment to apparatus to be lubricated
KLEENSEAL (Stylized)	Renewed	335,215	5/26/36	McNeil (Ohio) Corp.	Lubricant fittings to be attached to apparatus to be lubricated

LINCOLN (and Design)	Renewed	1,619,412	10/30/90	McNeil (Ohio) Corp.	Metal lubrication connectors and manual lubrication divider valves (IC 6); lubrication divider valves...transmission overhaul and hydraulic oil evacuation machines (IC 7); air actuated and mechanically actuated time controls for lubrication machines...and hydraulic pressure gauges (IC 9)
LUBRIGUN	Renewed	231,354	8/16/27	McNeil (Ohio) Corp.	Portable lubricating apparatus
LUBRIGUN	Renewed	515,855	10/4/49	McNeil (Ohio) Corp.	Portable and stationary pumping apparatus for lubricants and other fluids-namely, lubricant pumps, lubricant guns, and pressure-fluid distribution systems
VOLUME-MASTER	Renewed	1,100,027	8/22/78	McNeil (Ohio) Corp.	Air motor operated liquid pumps

TRADEMARK

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**4. TRADEMARKS LICENSED BY LINCOLN INDUSTRIAL CORPORATION
FROM MCNEIL (OHIO) CORPORATION - Foreign**

Mark	Country	Class	Reg. No./ App. No.	Reg. Date	Expiration Date
LINCOLN (and Design)	Argentina	7	1,290,396	05/13/88	11/21/10
LINCOLN (and Design)	Australia	7	A276,215	05/28/81	2/18/09
LINCOLN (and Design)	Australia	9	A276,216	05/28/81	2/18/09
KLEENSEAL	Canada		139,172	02/12/65	2/12/10
LINCOLN	Canada		110,151	05/09/58	5/9/03
LINCOLN (and Design)	Canada		156,625	05/03/68	5/3/13
LUBRIGUN	Canada		45,296	12/05/28	Lapsed
LINCOLN (and Design)	Chile	6, 7	332,060	06/30/88	6/30/08
LINCOLN (and Horizontal Bar)	European Union	6, 7, 9	000118356	08/06/00	4/1/06
LINCOLN (and Horizontal Bar)	Germany	6, 7, 9	39,517,220	04/21/95	4/21/05
LINCOLN (and Horizontal Bar)	Honduras	6	58,348	09/03/93	Will allow to lapse
LINCOLN (and Horizontal Bar)	Honduras	7	58,349	09/03/93	Will allow to lapse
LINCOLN (and Horizontal Bar)	Honduras	9	58,989	12/09/93	Will allow to lapse
LINCOLN (and Horizontal Bar)	India	7	664,672	N/A	Pending
LINCOLN (and Horizontal Bar)	India	9	664,673	N/A	Pending
LINCOLN (and Design)	Italy	7	458,438	10/21/63	10/21/03
LINCOLN	Japan	9	626,856	10/21/63	10/18/03
LINCOLN (and Design)	Mexico	23	134,070	10/14/76	Lapsed
LINCOLN (and Horizontal Bar)	Mexico	6	421,776	06/04/92	6/4/12
LINCOLN (and Horizontal Bar)	Mexico	9	451,658	06/04/92	6/4/12
LINCOLN (and Horizontal Bar)	Mexico	7	518,551	03/08/96	6/4/12
LINCOLN (and Design)	New Zealand	7	B84,052	05/08/67	Lapsed
LINCOLN (and Design)	New Zealand	9	B84,053	05/02/68	Lapsed
LINCOLN (and Design)	Norway	7, 9	74,224	05/02/68	5/2/08
LINCOLN (and Design)	Puerto Rico	12	24,053	11/12/82	Lapsed
LINCOLN (and Design)	Puerto Rico	4	24,054	11/12/82	Lapsed

LINCOLN (and Design)	South Africa	7	74/0775	11/13/81	2/13/04
LINCOLN (and Horizontal Bar)	South Korea	38	239,240	05/27/92	5/27/12
LINCOLN (and Horizontal Bar)	Venezuela	6	2278/95	02/26/99	2/26/09
LINCOLN (and Horizontal Bar)	Venezuela	7	2277/95	N/A	Pending

5. TRADEMARKS USED BY LINCOLN INDUSTRIAL CORPORATION BUT NOT YET ASSIGNED BY LINCOLN AUTOMOTIVE COMPANY - United States

Mark	Status	Ser./Reg. No.	File/Reg. Date	Owner	Goods/Services
GUARDIAN	Pending	76/294,036	8/02/01	Lincoln Industrial Corp.	Classes 4 and 8
LEV-R-LOK	Lapsed	75/318,702		Lincoln Automotive Company	Manually operated device for securing the handle of a hand-held grease gun in a position to prevent the unintended discharge of grease
LUBRO-VAN	Renewed	423,437	9/3/46	Lincoln Automotive Co.	Unitary portable automotive servicing apparatus comprising lubricant and air tanks, pumps, engines for the pumps...and auxiliaries therefor sold as a unit under the mark
LUB-UNIT	Renewed	813,936	8/30/66	Lincoln Automotive Co.	Injectors for feeding lubricants to bearings, the injectors being mounted as accessories to the machines on which the bearings are located
POWER LUBER	Registered	75/659,749 Reg. # 2,503,441	3/12/99 Reg. Date 11/6/01	Lincoln Automotive Co.	Cordless, rechargeable grease guns
POWER LUBER	Pending	76/313,394	9/17/01	Lincoln Industrial Corp.	Air operated grease pumps and grease guns
POWER STROKE	Registered	75/863,445	12/3/99	Lincoln Automotive Co.	Air actuated and mechanically actuated machines for dispersing lubricant, oil, and grease, namely, pumps

SYNCHRO-TECH	Registered	2,019,910	11/26/96	Lincoln Automotive Co.	Industrial rotary pumps and rotary pumps for pumping lubricants, inks, paints, fuels and other fluids
THE BRAND THE PROS DEMAND	Registered	1,624,482	11/27/90	Lincoln Automotive Co.	Hand tools, namely, lubricant and grease guns and parts therefor

6. TRADEMARKS USED BY LINCOLN INDUSTRIAL CORPORATION BUT NOT YET ASSIGNED BY LINCOLN AUTOMOTIVE COMPANY – Foreign

Mark	Country	Class	App./ Reg. No.	Reg. Date	Expiration Date
POWER LUBER	Australia	7	799,936	04/28/00	7/09/09
POWER LUBER	European Union	7, 8	001228493	08/03/00	06/29/09
POWER LUBER	Japan	7	4,394,842	06/23/00	6/23/10
POWER LUBER	Ecuador	7	10851-01	10/13/00	10/13/10

7. TRADEMARKS ASSIGNED BY PRISM ENTERPRISES LP TO LINCOLN INDUSTRIAL CORPORATION – United States

Mark	Status	Ser./Reg. No.	Reg. Date
SILVERLINE	Registered	1842696	09/23/93
DUAL CONVERTER	Registered	1905317	09/23/93

8. TRADEMARKS ASSIGNED BY PRISM ENTERPRISES LP TO LINCOLN INDUSTRIAL CORPORATION –Foreign

Mark	Country	Class	App./ Reg. No.	Reg. Date	Expiration Date
SILVERLINE	Canada	N/A	447005	09/01/95	[]
SILVERLINE	Mexico	N/A	471536	08/29/94	[]
DUAL CONVERTER	Canada	N/A	471123	02/18/97	[]
DUAL CONVERTER	Mexico	N/A	478569	11/04/94	[]
MITYVAC	Benelux	7 and 12	362749	11/13/79	[]

TRADEMARK

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**9. TRADEMARKS LICENSED BY LINCOLN INDUSTRIAL CORPORATION
FROM PRISM IP HOLDINGS LLC – United States**

Mark	Status	Ser./Reg. No.	File/ Reg. Date	Owner	Goods/ Services
MITYVAC	Registered	2060647	11/17/95	Prism IP Holdings LLC	Class 7 and 9

**10. COMMON LAW TRADEMARKS USED BY LINCOLN INDUSTRIAL
CORPORATION**

Title
AirEvac
Fluid Evacuator Plus
Ignition Trak
Klin-On
Pneumatovac
Shooter