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Original documents or copy thereof.

Name of conveying party(ies):

Weasler Engineering, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- X Corporation-State Del
- Other _____

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

Nature of conveyance:

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

Execution Date: February 4, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Del
- 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,380,121

1,215,511

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: 2

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

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)

03/11/2003 DBYRNE 00000056 1380121

DO NOT USE THIS SPACE

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

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

[Signature]
Signature

3/3/03

Date

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

OFFICE OF PUBLIC RECORDS
2003 MAR 10 PM 8:06
FINANCIAL SECTION

BORROWER TRADEMARK SECURITY AGREEMENT

BORROWER TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2003 (this "Borrower Trademark Security Agreement"), by WEASLER ENGINEERING, INC., a Delaware 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 February 4, 2003, by and among Grantor, 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;

WHEREAS, as a condition to Agent and Lenders entering into the Credit Agreement, and pursuant to the Borrower Security Agreement, Grantor has agreed to enter into this Borrower 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. BORROWER SECURITY AGREEMENT. The security interests granted pursuant to this Borrower Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Borrower 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 Borrower 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 Borrower Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEASLER ENGINEERING, INC.

By: 

Name: James T. Hawkins

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name: _____

Title: _____

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

WEASLER ENGINEERING, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:  _____


Name: James C. Higgins

Title: Duly Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

On February 4, 2003 before me Mary E. Montag, a Notary Public, personally appeared James T. Hawkins, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Mary E. Montag
Notary Public, State of Wisconsin

[SEAL]

My commission expires September 11, 2005.

SCHEDULE I
to
BORROWER TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	COUNTRY/ STATE	APPLN NO/ DATE	REG. NO/ REG. DATE	STATUS
W (DESIGN)	US	73/542138 06/10/85	1380121 01/28/86	Registered
(CIRCULAR DESIGN)	Canada	05466900 07/25/99	TMA321346 12/05/86	Registered
WEASLER	US	73/334496 10/28/81	1215511 11/09/82	Renewed
WEASLER	Canada	054669100 07/29/85	TMA316280 07/11/86	Registered

2 U.S.