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4/29/03

Tab settings

To the Honorable Commissioner of F

102433374

tached original documents or copy thereof.

1. Name of conveying party(ies):  
IMPERIAL SUPPLIES LLC

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

Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent

Internal Address: \_\_\_\_\_  
Street Address : 222 North LaSalle Street, 17<sup>th</sup> Floor  
City: Chicago State: IL Zip: 60601

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State DE
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: April 24, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)  
78/051,357 78/051,769 78/051,373

B. Trademark Registration  
- SEE THE ATTACHED -

Additional numbers attached? YES

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

Name: \_\_\_\_\_  
Internal Address: \_\_\_\_\_  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ Stat: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations



7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

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

RECEIVED  
APR 29 11:41:09  
ASSIGNMENT DIV

04/30/2003 6TON11 0000066 7A051357  
01 FC:0521 40.00 DP  
00 FC:0522 250.00 DP

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 of the original document.

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

04/25/03  
Date

Total number of pages including cover sheet, attachments, and 6

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

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ECOSAFE	2,695,700	3/11/2003
IMPERIAL & Design	1,384,960	3/4/1986
NYCRIMP	2,645,786	11/5/2002
SABRE BIT	2,688,700	2/18/2003
SCANTEL (Stylized/Design)	1,675,758	2/18/1992
SCANTEL (Stylized/Design)	1,699,587	7/17/1992
SEAL-A-SPLICE	2,639,586	10/22/2002
VYCRIMP	2,645,787	11/5/2002

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
IMPERIALBOLT	78/051,357	3/5/2001
IMPERIALLOY	78/051,769	3/7/2001
	<b>(SUSPENDED)</b>	
SEAL-A-CRIMP (Stylized)	78/051,373	3/5/2001

M2:20538827.01

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of April, 2003 by **IMPERIAL SUPPLIES LLC**, a Delaware limited liability company ("Grantor") in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

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

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

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a)

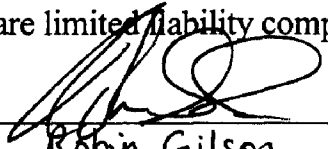
infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

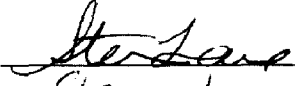
**IMPERIAL SUPPLIES LLC,**  
a Delaware limited liability company

By:   
Name: Robin Gilson  
Its: CEO

AGENT:

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL,** a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: Steven Laux  
Its: Director

**SCHEDULE A**

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