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



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

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102433370

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

1. Name of conveying party(ies):
HammerBlow Acquisition Corp
39400 Woodward Avenue, Suite 130
Bloomfield Hills, MI 48304

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: February 28, 2003

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent

Internal

Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State NY
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE(S)

Additional number(s) attached ☒ Yes ☐ No

923108

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

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140

- ☐ Enclosed
☐ 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.

Erin Becker

Name of Person Signing

Erin Becker

Signature

April 24, 2003

Date

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

04/30/2003 6TDM11 00000070 923108

01 FC:8521
02 FC:8522

40.00 OP
100.00 OP

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

TRADEMARK
REEL: 002719 FRAME: 0689

A. Intellectual Property

1. HammerBlow

(a) *Owned Patents*

| Title | Country | Registration/Application Number | Date |
|---|---------|---------------------------------|------------------|
| Spring Return Coupler | U.S. | 6,234,509 | May 22, 2001 |
| Coupling Device | U.S. | 5,382,109 | January 17, 1995 |
| Mechanical Screw Jack Having Stroke Limiting Nut | U.S. | 10/231,637 (pending) | August 30, 2002 |
| Height-Adjustable Coupling Assembly with Load-Bearing Pin for Use With a Goose-neck Trailer | U.S. | 10/097,885 (pending) | March 14, 2002 |

(b) *Owned Trademarks*

| Mark | Country | Registration/Application Number | Registration Date |
|--------------------------------|---------|---------------------------------|--------------------|
| HB & Design* | U.S. | 923,108 | November 2, 1971 |
| CROWN & Design | U.S. | 1,468,027 | December 8, 1987 |
| BULLDOG | U.S. | 2,394,523 | October 17, 2000 |
| ECLIPSE BY HAMMERBLOW & Design | U.S. | 2,523,203 | December 25, 2001 |
| Shape of Forged Coupler | U.S. | 2,619,566 | September 17, 2002 |
| BULLDOG | CTM | 640,037 | June 28, 1999 |
| BULLDOG | Mexico | 569,267 | January 30, 1998 |
| BULLDOG | Canada | 558,952 | March 11, 2002 |
| CROWN & Design | Canada | 542,519 | March 16, 2001 |
| CROWN & Design | Mexico | 429,168 (pending) | June 5, 2000 |
| ECLIPSE BY HAMMERBLOW & Design | Canada | 104447700 (pending) | January 27, 2000 |

SUPPLEMENT NO. 1 dated as of February 28, 2003, to the Security Agreement dated as of June 6, 2002, among, TRIMAS COMPANY LLC, a Delaware limited liability company (the "Parent Borrower"), TRIMAS CORPORATION, a Delaware corporation ("Holdings"), each Subsidiary Term Borrower party to the Credit Agreement referred to below (the "Subsidiary Term Borrowers"), each of the other subsidiaries of the Borrower listed on Schedule I thereto (each such subsidiary and each Subsidiary Term Borrower individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Parent Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders"), JPMCB, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank") and the other agent banks party thereto and (b) the Guarantee Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Subsidiary Guarantee Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers party thereto, the other Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 6.15 of the Security Agreement provides that additional Subsidiaries of Holdings may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiaries (each a "New Grantor" and together the "New Grantors") are executing this Supplement in accordance with the requirements of the Credit Agreement to become Grantors under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and each New Grantor agree as follows:

1. In accordance with Section 6.15 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of such New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of such New Gran-

tor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

4. Each New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of such New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of such New Grantor.

5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

6. This supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

8. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement. All communications and notices here-

* Except with respect to use in connection with trailer couplers, since at least as early as fiscal year 1993, this mark has only been used on stationary letterhead, if at all. The registration has been amended accordingly.

Owned Domain Names

- hammerblow.com (registered on November 21, 1996).

Licenses

- U.S. patent number 4,927,117, dated May 22, 1990, for the Riding Tractor Umbrella is used under license pursuant to that certain Compromise and Settlement Agreement, dated as of August 19, 1996, by and between HammerBlow and Michael D. Grainey, inventor.
- U.S. trademark number 1,139,395, dated September 9, 1980, for the S (stylized) mark and U.S. trademark number 1,162,662, dated July 28, 1981, for the SNOWCO mark are used under that certain 10-year License Agreement, dated as of September 10, 1997, by and between HammerBlow and Master Manufacturing Co., assignee of the Snowco, Inc. marks.
- Pursuant to that certain Consent to Manufacture Licensed Products, dated as of May 31, 2001, by and between James A. Morey and HammerBlow, Mr. Morey authorized HammerBlow to manufacture for Gooseneck Trailer Mfg. Co., Inc. ("Gooseneck") certain products that incorporate technology licensed by Mr. Morey to Gooseneck under that certain license agreement, dated as of August 25, 1992, by and between Mr. Morey and Gooseneck (including items protected under U.S. patent number 5,385,363, which is owned by Mr. Morey).

Infringement Matters

- Diamond Corporation, which owns a division named Bull Dog Power Products, may be infringing HammerBlow's BULLDOG mark. A preliminary investigation has been conducted; however, no decision has been made at this time.
- An action was initiated by HammerBlow against OMNI USA, INC. regarding trade dress infringement of HammerBlow's coupler. This matter has been settled.
- On February 28, 1996, HammerBlow filed a lawsuit against Kodiak Components, Inc., d/b/a Kodiak Trailer Components ("Kodiak"), in the United States District Court for the Northern District of Texas, Fort Worth Division (the "Court"). Jerry Pittman was added as a defendant on September 26, 1996. In its complaint, HammerBlow stated trademark and unfair competition claims against Kodiak arising from Kodiak's production of allegedly counterfeit trailer couplers incorporating the HammerBlow configuration mark. HammerBlow and Kodiak entered into a Memorandum of Understanding dated January 27, 1997. On January 31,

under to any New Grantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address as set forth in Section 10.01 of the Credit Agreement.

9. The New Grantors agree to jointly and severally reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

HammerBlow Acquisition Corp
The HammerBlow Corporation
Hidden Hitch Acquisition Company
HammerBlow LLC
Highland Group Corporation
Tekonsha Towing Systems, Inc.

as New Grantors,

By: 

Name: Todd R. Peters

Title: Vice President

JPMORGAN CHASE BANK, as Collateral Agent,

By: _____

Name:

Title: RICHARD W. DUKER
MANAGING DIRECTOR

LOCATION OF COLLATERAL

| <u>New Grantor</u> | <u>Location</u> |
|--------------------------------|--|
| HammerBlow Acquisition Corp | 1000 First Street, Wausau, Wisconsin. Interstate 75 North, Forsyth Georgia. 1010 First Street, Wausau, Wisconsin. 2001 Basset, El Paso, Texas. HammerBlow leases space in various public warehouses on short term, as-needed basis, for the storage of inventory and other property. |
| Hidden Hitch Acquisition Corp. | 5725 New Tampa Highway, Units 1-3, Lakeland, Florida. 4545 Mint Way, Dallas, Texas. 21146 Trolley Industrial Drive, Taylor, Michigan. 25215 Dequindre Road, Madison Heights, Michigan. 1400 Cavalier Blvd, Suite H, Chesapeake, Virginia. |
| Highland Group Corporation | 35 Mill Street, Sheffield, Pennsylvania. 31200/31250 Solon Road, Solon, Ohio. 4 Harmer Street, Warren, Pennsylvania. 4280 Business Center Drive, Fremont, California. |
| Tekonsha Towing Systems, Inc. | 101 Spires Parkway, Tekonsha, Michigan. |

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| | 2686 Highway 270 East, Sheridan, Arkansas. |
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