

04-29-2003



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

4-23-03

RECORDED & INDEXED 102433326 TRADEMARKS ONLY

DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

St. Croix Forge, Inc.

- 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

Execution Date: 04/22/2003

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal

Address:

Street Address: 777 Main Street

City: Hartford State: CT Zip: 06115

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No 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) 2680502

2486274; 2677400; 1254324

Additional number(s) attached Yes No

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

Name: Nancy Medina

Internal Address: Day, Berry & Howard LLP

CityPlace 1

Street Address: 185 Asylum Street

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500546

FINANCE SECTION APR 23 PM 1:48

9. Signature.

04/28/2003 DBYRNE 00000010 500546 2680502

01 FC: 3521 Nancy Medina 40.00 CH 02 FC: 3522 75.00 CH

Name of Person Signing

Nancy Medina Signature

04/23/2003

Date

4

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

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

TRADEMARK REEL: 002720 FRAME: 0020

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between ST. CROIX FORGE, INC., a Minnesota corporation, with its principal office at 1404 Blue Hills Avenue, Bloomfield, Connecticut 06002 ("Debtor") and FLEET NATIONAL BANK, a national banking association with an office at 777 Main Street, Hartford, Connecticut 06115 ("Secured Party").

WHEREAS, Debtor has adopted, used and is using, and is the sole owner of the marks set forth on Schedule 1 hereof (the "Marks");

WHEREAS, pursuant to that certain Security Agreement (the "Security Agreement") dated April 22, 2003 by and between the Debtor, Mustad Connecticut, Inc., Mustad, Incorporated, Capewell Horsenails, Inc., Tecasa U.S.A., Inc., Hermetic, Inc., Core Link, Inc., Onyx Engineering, Inc. and the Secured Party, as collateral security for the prompt payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), the Debtor pledged and granted to Secured Party, for its benefit, a security interest in all of the Company's right, title and interest in certain collateral, including the Marks, together with the goodwill of the business symbolized by the Marks; and

WHEREAS, it is the purpose of this document to memorialize the aforementioned security interest in a form suitable for recordation in the United States Patent and Trademark Office;

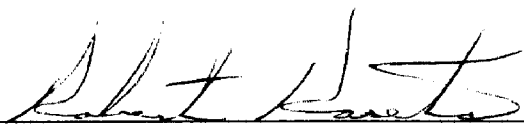
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of April 22, 2003, Debtor does hereby collaterally assign and grant to Secured Party a lien and security interest in and to the Marks, all registrations and applications for registrations of the Marks, including the registrations and applications identified on Schedule 1, together with the goodwill of the business symbolized by the Marks and together with all of Debtor's right to sue and recover for infringement of the Marks, free and clear of all liens, claims, charges, security interests, and other interests or

encumbrances, which assignment and security interest shall secure the prompt payment and performance in full when due of the Secured Obligations, as set forth in the Security Agreement.

Debtor hereby acknowledges and affirms that (i) the security interest granted in this Assignment is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement; and (ii) the rights and remedies of the Secured Party with respect to the security interest granted in this Assignment are in addition to those set forth in the Security Agreement and the Loan Documents (as defined in the Security Agreement) and those which are now or subsequently available to the Secured Party as a matter of law or equity.

IN WITNESS WHEREOF, this Assignment has been duly executed, sealed and delivered by an authorized officer of the Debtor.

ST. CROIX FORGE, INC.

By: 
Name: Robert Kaseta
Title: Asst Secy

STATE OF Connecticut)

) ss.:

COUNTY OF Hartford)

On this the 22nd day of April, 2003, before me, personally appeared Robert Kaseta who, being by me duly sworn, did depose and say that he/she is the Asst Secy of St. Croix Forge, Inc., the corporation described in and which executed the above instrument, and that he/she as such Asst Secy, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Asst Secy and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.


Commissioner of Superior Court Notary Public

My Commission Expires:

CARRIE A. BROWN, NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2006

SCHEDULE 1
TO
TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

Trademark	Application Number (Country)	Registration Number (Country)	Registration Date (Country)
ST. CROIX FORGE		2,680,502 (USA)	1/28/03 (USA)
EURO		2,486,274 (USA)	9/4/01 (USA)
DESIGN ONLY		2,677,400 (USA)	1/21/03 (USA)
ANVIL (Stylized)		1,254,324 (USA)	10/18/93 (USA)

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RECORDED: 04/23/2003

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REEL: 002720 FRAME: 0023