

05-30-2003

VER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

Tab settings



5-30-03

To the Honorable Commissione

102460056

the attached original documents or copy thereof.

1. Name of conveying party(ies):
TORCA PRODUCTS, INC.

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

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

3. Nature of conveyance:

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

May 16, 2003

Execution Date:

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address:

Street Address : 311 South Wacker Drive, Ste 6400

City: Chicago State: IL 60606

☐ 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

4. Application number(s) or trademark

A. Trademark Application No.(s)

- SEE THE ATTACHED -

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: Rebecca L. Foley

Internal Address: 16th Floor

Street Address: Katten Muchin Zavis Rosenman

525 W. Monroe

City: Chicago Stat IL ZIP 60661

6. Total number of applications and
registrations 12

7. Total fee (37 CFR) \$ 315.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number:

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

05/30/2003 TDAZ1 00000058 890256

DO NOT USE THIS SPACE

01 FC:8321 40.00 OP
02 FC:8322 275.00 OP

3. 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

05/22/03

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 I

US TRADEMARK REGISTRATIONS; FOREIGN TRADEMARK REGISTRATIONS; US TRADEMARK APPLICATIONS; FOREIGN TRADEMARK APPLICATIONS

Mark	Reg #	Registered	Country	Status	Renewal Due
Torca, Inc. (Service Mark)	① 890256	04/28/1970	US	Dead	
Torca, Inc (Design)	194712	10/12/1973	Canada	Live	10/12/2003
EasySeal	② 1468788	12/15/1987	US	Live	12/15/2007
TorcTite	③ 1151652	04/21/1981	US	Live	04/21/2011
Torca	④ 1157970	06/23/1981	US	Live	06/23/2011
UniStrap	⑤ 1636100	02/26/1991	US	Live	02/26/2011
	1627957	11/16/1990	France	Live	11/15/2010
	1447361	04/24/1992	Britain	Live	05/17/2007
	602088	07/14/1993	Italy	Live	11/16/2010
	2037850	06/18/1993	Germany	Live	11/14/2010
AccuSeal	⑥ 1639670	04/02/1991	US	Live	04/02/2011
	1627956	11/16/1990	France	Live	11/15/2010
	1447343	01/17/1992	Britain	Live	05/17/2007
	602087	07/14/1993	Italy	Live	11/16/2010
	2013248	04/24/1992	Germany	Live	11/30/2010
SealSlot	⑦ 1642720	04/30/1991	US	Dead	
	1627958	11/16/1990	France	Live	11/15/2010
	1447344	08/09/1991	Britain	Live	05/17/2007
	602089	07/14/1993	Italy	Live	11/16/2010
	2007357	12/21/1991	Germany	Live	11/30/2010
Torca	⑧ 2524993	01/01/2002	US	Live	01/01/2012
	SN 002433449		CTM	Pending	
DuraSeal	⑨ 2549975	03/19/2002	US	Live	03/19/2012
T (design)	⑩ SN 76231242		US	Pending	
	SN 002433795		CTM	Pending	
SnapTite (ITU)	⑪ SN 76366229		US	Pending	
Torca	⑫ SN 76057425		US	Pending	

LICENSE AGREEMENTS

1. None.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2003, is between **TORCA PRODUCTS, INC.**, a Michigan corporation (the "Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as agent (in such capacity, the "Grantee") for the benefit of Agent and Lenders (as such terms are hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Breeze Industrial Products Corporation, a Delaware corporation ("Borrower") has entered into that certain Credit Agreement dated as of July 10, 2001 (as the same may be and has been amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders"), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, Grantor is a direct subsidiary of Borrower and as such, will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the loans and advances made to the Borrower thereunder, and it will be to Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, Grantee and the other "Debtors" party thereto, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all 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), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

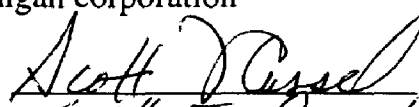
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) 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 Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

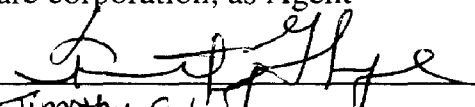
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

TORCA PRODUCTS, INC.,
a Michigan corporation

By: 
Name: Scott T. Cassel
Its: President

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Lynde
Its: Director