

Tab settings



102467093

To the Honorable Commissioner of Patents

and original documents or copy thereof.

1. Name of conveying party(ies):  
CLAMP-ALL PRODUCTS CORPORATION

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

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

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address: 311 South Wacker Drive, Ste 6400City: 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

3. Nature of conveyance:

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

May 16, 2003

Execution Date: \_\_\_\_\_

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration

1,477,416 1,360,103 1,374,439 1,347,846

Additional numbers attached? NO

5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: Rebecca L. FoleyInternal Address: 16<sup>th</sup> FloorStreet Address: Katten Muchin Zavis Rosenman525 W. MonroeCity: Chicago Stat IL ZIP 606616. Total number of applications and  
registrations 47. Total fee (37 CFR) \$ 115.00☒ Enclosed☐ Authorized to be charged to deposit

8. Deposit account number:

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

06/10/2003 610N11 00000026 1477416

DO NOT USE THIS SPACE

01 FC:521 40.00/DP  
02 FC:522 75.00/DP

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

06/04/03

Total number of pages including cover sheet, attachments, and

5Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 16, 2003, is between **CLAMP-ALL PRODUCTS CORPORATION**, a Delaware 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:

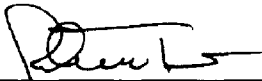
- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill 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.]

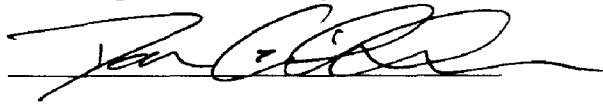
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**CLAMP-ALL PRODUCTS CORPORATION,**  
a Delaware corporation

By:   
Name: Robert Tunno  
Its: President

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent

By:   
Name: \_\_\_\_\_  
Its: Director Daniel B. Glickman  
Director  
Antares Capital Corporation

# **SCHEDULE I**

## **US TRADEMARK REGISTRATIONS; FOREIGN TRADEMARK REGISTRATIONS; US TRADEMARK APPLICATIONS; FOREIGN TRADEMARK APPLICATIONS**

<b>Property Name</b>	<b>Registered Owner</b>	<b>Reg #</b>	<b>Registered</b>	<b>Country</b>	<b>Status</b>	<b>Renewal Due</b>
CLAMP-ALL	Clamp-All Products Corporation	1,477,416	2/23/1988	U.S.	Registered.	2/23/2008
CLAMP-ALL and Design	Clamp-All Products Corporation	1,360,103	9/17/1985	U.S.	Registered.	9/17/2005
GRIP-ALL	Clamp-All Products Corporation	1,374,439	12/10/1985	U.S.	Registered.	12/10/2005
SNAP-ALL	Clamp-All Products Corporation	1,347,846	7/9/1985	U.S.	Registered.	7/9/2005

## **LICENSE AGREEMENTS**

1. None.