

06-30-2003



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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S. 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):

Numatics, Incorporated

6-10-03

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment for Security

Execution Date: January 6, 2003

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Attn: Legal Dept., 44th Floor

Street Address: 140 East 45th Street

City: New York State: NY Zip: 10017

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

TRADEMARK FEE PROCESS RECEIVED 2003 JUN 10 A 8:39 US PATENT & TRADEMARK OFFICE

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

A. Trademark Application No.(s) see attached schedule

B. Trademark Registration No.(s) see attached schedule

Additional number(s) attached Yes No

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

Name:

Internal Address: Schulte Roth & Zabel LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41): \$ 165

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

DO NOT USE THIS SPACE

9. Signature.

Barbara Bauer-Padron Name of Person Signing

Signature Date June 5, 2003

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

06/27/2003 ECOOPER 00000157 500675 667203

01 FC:8521 40.00 DA 02 FC:8522 125.00 DA

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

TRADEMARK REEL: 002767 FRAME: 0433

**CONTINUATION OF ITEM 1**

Names of conveying parties:

Micro-Filtration, Inc., a Michigan corporation

Numation, Inc., a Michigan corporation

Numatech, Inc., a Michigan corporation

Ultra Air Products, Inc., a Michigan corporation

And

Microsmith, Inc., an Arizona corporation

And

Empire Automation Systems, Inc., a New York corporation

**SCHEDULE A**  
**to Assignment for Security (Trademark)**

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**1. United States Trademark Registrations**

<u>Reg. No.</u>	<u>Dated</u>	<u>Trademark</u>	<u>Next Renewal</u>
667,283	9/23/58	Numatics	9/23/08
747,457	4/2/63	Numatrol	4/02/03
912,270	6/8/71	Flexiblok	6/8/011
1,211,033	9/28/82	Numasizing	8/24/12
1,620,822	11/6/90	Numatics Actuator	11/6/10
2,548,851	3/19/02	Numatech	3/19/12

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Numatics, Incorporated (the "Parent"), and each of Parent's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as an "Assignor" and collectively as the "Assignors"), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Trademark Security Agreement, dated as of January 6, 2003 (the "Security Agreement"), in favor of FOOTHILL CAPITAL CORPORATION, as agent for certain lenders (the "Assignee");

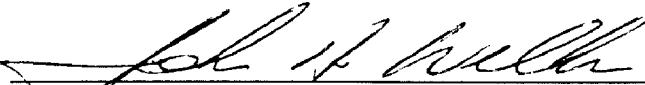
WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, convey, sell, assign, transfer and set over unto the Assignee, and grant to the Assignee, for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Secured Obligations.

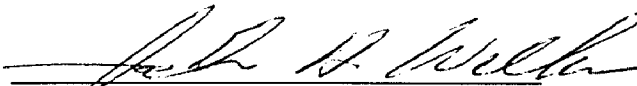
The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 6, 2003.


NUMATICS, INCORPORATED

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

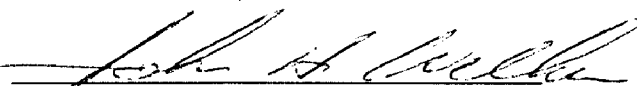
MICRO-FILTRATION, INC.

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

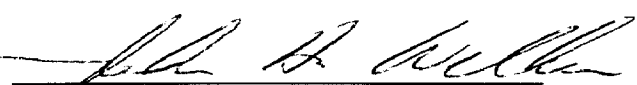
NUMATION, INC.

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

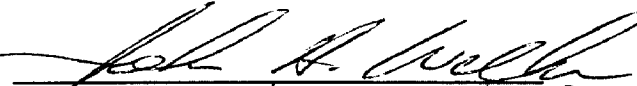
NUMATECH, INC.

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

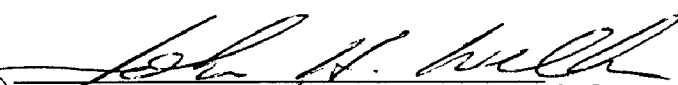
ULTRA AIR PRODUCTS, INC.

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

MICROSMITH, INC.

By:   
Name: JOHN H. WELKER  
Title: C.E.O.

EMPIRE AUTOMATION SYSTEMS, INC.

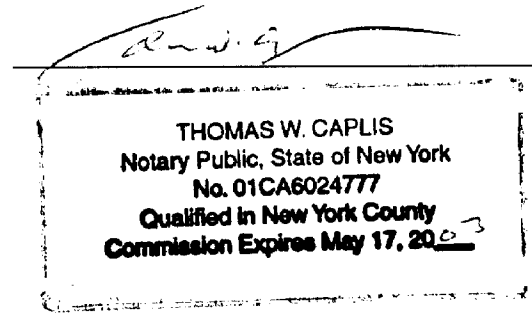
By:   
Name: JOHN H. WELKER  
Title: AUTHORIZED SIGNATORY

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 6<sup>th</sup> day of January, 2003, before me personally came John H. Welker, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Executive Officer of Numatics, Incorporated, a Michigan corporation, Micro-Filtration, Inc., a Michigan corporation, Numation, Inc., a Michigan corporation, Numatech, Inc., a Michigan corporation, Ultra Air Products, Inc., a Michigan corporation and Microsmith, Inc., an Arizona corporation, and that he executed the foregoing instrument in the firm name of Numatics, Incorporated, Micro-Filtration, Inc., Numation, Inc., Numatech, Inc., Ultra Air Products, Inc. and Microsmith, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 6<sup>th</sup> day of January, 2003, before me personally came John H. Welker, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Authorized Signatory of Empire Automation Systems, Inc., a New York corporation, and that he executed the foregoing instrument in the firm name of Empire Automation Systems, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

