

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Trademark Collateral Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capewell Horsenails, Inc.		02/10/2004	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Fleet National Bank
Street Address:	777 Main Street
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06115
Entity Type:	National Banking Association: RHODE ISLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2360047	CAPEWELL
Registration Number:	1616397	THIS CHECKED HEAD OUR TRADE MARK
Registration Number:	1593800	CAPEWELL
Registration Number:	1450333	COOPER

CORRESPONDENCE DATA

Fax Number: (860)275-0343

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860-275-0589

Email: ptomail@dbh.com

Correspondent Name: Barb Villandry, Paralegal

Address Line 1: CityPlace 1

Address Line 2: Day, Berry & Howard LLP

Address Line 4: Hartford, CONNECTICUT 06103-3499

ATTORNEY DOCKET NUMBER:

018916/88190

NAME OF SUBMITTER:

Barb Villandry, Paralegal

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TRADEMARK
REEL: 002801 FRAME: 0716

Total Attachments: 3

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TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Assignment"), is made by and between CAPEWELL HORSENAILES, INC., a Connecticut 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 February 10th, 2004 by and between the Debtor, Mustad Connecticut, Inc., Mustad, Incorporated, Core Link, Inc., Tecasa U.S.A., Inc., Hermetic, Inc., St. Croix Forge, 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 February 9th, 2004, 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.

CAPEWELL HORSENAILES, INC.

By: _____

Name: Carlos Lara

Title: President

STATE OF CONNECTICUT)

) ss.:

COUNTY OF HARTFORD)

On this the 9th day of February, 2004, before me, personally appeared Carlos Lara who, being by me duly sworn, did depose and say that he is the President of Capewell Horsenails, Inc., the corporation described in and which executed the above instrument, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Karen Lee Petri
Commissioner of Superior Court/Notary Public

My Commission Expires: 11-30-07

SCHEDULE 1
TO
TRADEMARK COLLATERAL ASSIGNMENT OF SECURITY

Trademark	Application Number (Country)	Registration Number (Country)	Registration Date (Country)
CAPEWELL		2,360,047 (USA)	6/20/00 (USA)
THIS CHECKED HEAD OUR TRADE MARK		1,616,397 (USA)	10/9/00 (Renewed 10/6/00) (USA)
CAPEWELL		1,593,800	5/1/90 (Renewed 9/8/00) (USA)
COOPER		1,450,333	8/4/87