

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Wetherill Associates, Inc., a Delaware corporation

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

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

3. Nature of conveyance:

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

Execution Date: March 8, 2004

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal

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

Street Address: 201 Merritt Seven, 3rd Floor

City: NORWALK State: CT Zip: 06851

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

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

A. Trademark Application No.(s) \_\_\_\_\_  
75/441995

B. Trademark Registration No.(s) see attached  
Schedule A

Additional number(s) attached  Yes  No

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

Name: Joanna I. Bratt, Esq.

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: \_\_\_\_\_

10

7. Total fee (37 CFR 3.41).....\$ 265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Joanna I. Bratt

Name of Person Signing

  
Signature

March 18, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

SCHEDULE ATRADEMARK REGISTRATIONS**I. TRADEMARKS****A. Wetherill Associates, Inc.**

<b>Mark</b>	<b>Registration/Application Number</b>	<b>Registration Date</b>
R (and design)	2,677,955	1/21/2003
RENARD (stylized)	2,677,954	1/21/2003
WRS (and design)	2,713,191	5/6/2003
WBD (stylized)	2,683,461	2/4/2003
WBD	1,903,373	7/4/1995
WAI (and design)	1,996,997	8/27/1996
WAI	1,904,100	7/11/1995
Fastfind	75-441995 (Pending App.)	2/27/1998
TRANSPO	2,578,907	6/11/2002
TRANSPO and Design	2,576,365	6/4/2002

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 8, 2004, by WETHERILL ASSOCIATES, INC., a Delaware corporation ("WAI"), WETHERILL REBUILDERS SUPPLY, INC., a Delaware corporation ("WRS"), WETHERILL PROPERTIES, LTD., a Pennsylvania limited partnership ("WP"), and together with WRS and WAI collectively referred to herein as the "Borrowers"), WETHERILL ENTERPRISES, INC., a Delaware corporation ("WEI"), and WETHERILL CYMA, INC., a Delaware corporation ("Wetherill CYMA") (WEI and Wetherill CYMA are collectively referred to herein as "Guarantors" and, together with the Borrowers, the "Grantors" and each individually a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make Loans and to, incur Letter of Credit Obligations on behalf of, Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WETHERILL ENTERPRISES, INC.

By: Jeffery W. Sween  
Name: Jeffery W. Sween  
Title: Vice President

WETHERILL CYMA, INC.

By: Jeffery W. Sween  
Name: Jeffery W. Sween  
Title: President

WETHERILL ASSOCIATES, INC.

By: Jeffery W. Sween  
Name: Jeffery W. Sween  
Title: President

WETHERILL REBUILDERS SUPPLY, INC.

By: Jeffery W. Sween  
Name: Jeffery W. Sween  
Title: President

WETHERILL PROPERTIES, LTD.

By: Wetherill Management Group, Inc.,  
its sole general partner

By: Jeffery W. Sween  
Name: Jeffery W. Sween  
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as agent for Lenders

By: *Howard Weidz*  
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On the 8 day of March, in the year 2004 before me, the undersigned, a Notary Public in and for said state, personally appeared Jefferey W. Sween, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (capacities), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

John C Sorenson  
Notary Public  
My Commission Expires: \_\_\_\_\_

JOHN C. SORENSEN  
Notary Public, State of New York  
No. 31-4881109  
Qualified in New York County  
Commission Expires Dec. 29, 2008

{seal}

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TRANSP0 and Design	2,576,365	6/4/2002

**B. Wetherill Rebuilders Supply, Inc. - None****C. Wetherill Properties, Ltd. - None****D. Wetherill Cyma, Inc. - None****E. Wetherill Enterprises, Inc. - None****II. Trademark Licenses - None**