

09-04-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name and address of conveying party(ies): Impco Technologies, Inc. 16804 Gridley Place Cerritos, CA 90703

2. Name and address of receiving party(ies): Name: LaSalle Business Credit, L.L.C. Street Address: 565 Fifth Avenue City: New York State: NY Zip: 10017

3. Nature of conveyance: X Security Agreement Execution Date: 07/18/2003

Other Limited Liability Company If assignee is not domiciled in the United States, a domestic representative designation is attached: No Additional name(s) & address(es) attached? No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,529,524

Additional number(s) attached X Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lekha Gopalakrishnan Address: Jenkins & Gilchrist, P.C. Street Address: 1445 Ross Avenue, Suite 3200 City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): \$ 290.00 X Enclosed 8. Deposit account number: 10-0447

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DO NOT USE THIS SPACE

9. Signature. Lekha Gopalakrishnan, Reg. No. 46,733 Name of Person Signing Signature Date 8/28/03

Total number of pages including cover sheet, attachments, and document: 7

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

09/03/2003 DBYRNE 00000056 2529524

01 FC:8521 40.00 OP 02 FC:8522 250.00 OP

DALLAS2 996459v1 63675-00001

**Continuation of Item 4B:**

**Additional Registration Numbers:**

2,443,889  
2,448,380  
2,360,064  
2,382,603  
2,485,593  
1,471,966  
1,469,600  
1,418,216  
1,389,514  
1,146,396

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between IMPCO TECHNOLOGIES, INC., a Delaware corporation (the "Debtor"), and LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company (the "Secured Party"), and is executed pursuant to that certain Loan and Security Agreement dated as of July 1~~2~~, 2003 (as such agreement may be extended, renewed, increased, supplemented amended, restated, or otherwise modified from time to time, the "Loan Agreement;" all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement) between the Debtor and the Secured Party.

### Recitals:

A. Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Loans and the other Liabilities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor'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) (a) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (b) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement (including, without limitation, each Trademark License listed in Schedule 1 annexed hereto); and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

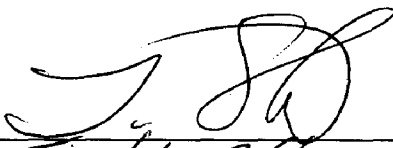
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the 18 day of July, 2003.

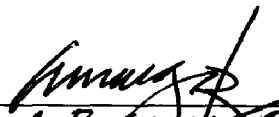
DEBTOR:

IMPCO TECHNOLOGIES, INC.

By:   
Name: Timothy S Gray  
Title: CFO

SECURED PARTY:

LASALLE BUSINESS CREDIT, LLC

By:   
Name: A.R. [unclear]  
Title: Vice President

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

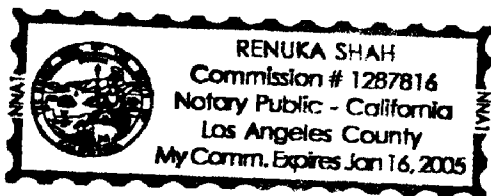
County of Los Angeles } ss.

On 7-18-03, before me, Renuka Shah, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Timothy Stone,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(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~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Renuka Shah

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trademark Security Agreement

Document Date: 7-18-03 Number of Pages: 4

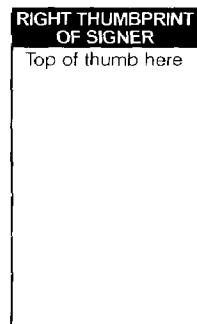
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): VP & CFO
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



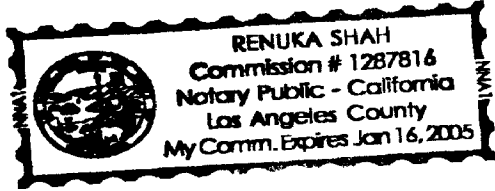
ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

This instrument was acknowledged before me this 18 day of July, 2003, by Timothy Stone, as V.P. & CFO of IMPCO Technologies, Inc., a Delaware corporation, on behalf of such corporation.

{Seal} Renuka Shah  
Notary Public in and for the State of California

My commission expires: 1-16-05



STATE OF New York )  
 )  
COUNTY OF New York )

This instrument was acknowledged before me this 18 day of ~~July~~ <sup>August</sup>, 2003, by A.L. Craig, Jr., as Vice President of LaSalle Business Credit, LLC, a Delaware limited liability company, on behalf of such entity.

{Seal} Joyce D. Lewis  
Notary Public in and for the State of NEW YORK

My commission expires: 12/19/2006

Joyce D. Lewis  
Notary Public, State of New York  
Registration #01LE5037327  
Qualified in New York County  
My Commission Expires Dec 19, 2006