

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent and Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARINE INDUSTRIES COMPANY, LLC		05/07/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	201 South College Street
Internal Address:	CP-8
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2161716	BATES

CORRESPONDENCE DATA

Fax Number: (704)353-3692

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

Phone: 704.331.5792

Email: docket@kennedycovington.com

Correspondent Name: Karl S. Sawyer, Jr.

Address Line 1: 214 North Tryon Street

Address Line 2: Hearst Tower, 47th Floor

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:

13568.079 (WACHOVIA)

NAME OF SUBMITTER:

Marcia Siuda, Trademark Paralegal

Total Attachments: 7

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TRADEMARK

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PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement (this "Agreement") dated as of May 7, 2004 by and among MARINE INDUSTRIES COMPANY, LLC, a Delaware limited liability company (the "Grantor"), having its chief executive office at c/o Key Components, LLC, 200 White Plains Road, 4th Floor, Tarrytown, New York, 10591, and WACHOVIA BANK, NATIONAL ASSOCIATION (formerly known as First Union National Bank), as Administrative Agent (the "Administrative Agent"), having its address at 201 South College Street, CP-8, Charlotte, North Carolina, 28288-0680, for the ratable benefit of the banks and other financial institutions from time to time parties to the Credit and Guaranty Agreement dated as of September 29, 2000 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"), by and among Key Components, LLC, as borrower (the "Borrower"), certain Subsidiaries and other equityholders party thereto, as Guarantors, the lenders party thereto (collectively, the "Lenders"), the Administrative Agent, Societe Generale, as the Syndication Agent, The Bank of New York, as the Documentation Agent, and Wachovia Securities and SG Cowen Securities Corporation, as Co-Arrangers.

This Agreement is executed pursuant to the terms of the Guarantor Security Agreement dated as of November 21, 2000 by and among the Borrower, certain Subsidiaries and equityholders party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all letters patent and applications for letters patent throughout the world of the Grantor, including all patent applications of the Grantor in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule I attached hereto;

(b) all patent licenses in favor of the Grantor, including each patent license in favor of the Grantor referred to in Schedule I attached hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) above;

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right of the Grantor to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule I attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Schedule I attached hereto, and all rights corresponding thereto throughout the world;

(e) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks,

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logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature of the Grantor (all of the foregoing items collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications of the Grantor in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any foreign country, including those referred to Schedule II attached hereto;

(f) all Trademark licenses in favor of the Grantor, including each Trademark license referred to in Schedule II attached hereto;

(g) all reissues, extensions or renewals of any of the items described in clauses (e) and (f) above;

(h) all of the goodwill of the business of the Grantor connected with the use of, and symbolized by the items described in, clauses (e) and (f) above; and

(i) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license of the Grantor, including any Trademark, Trademark registration or Trademark license referred to in Schedule II attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**MARINE INDUSTRIES COMPANY, LLC, as
Grantor**

By:  ✓

Name: Robert B. King

Title: VP

[Signature Pages Continue]

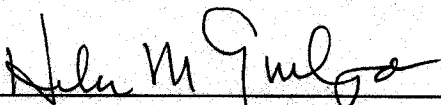
ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Helen Guelpa, a Notary Public for said County and State, do hereby certify that Robert B. Kay personally appeared before me this day and stated that (s)he is ~~Vice President~~ of Marine Industries Company, LLC and acknowledged, on behalf of it the due execution of the foregoing instrument.

Witness my hand and official seal, this 7th day of May, , 2004.



Notary Public

My commission expires:

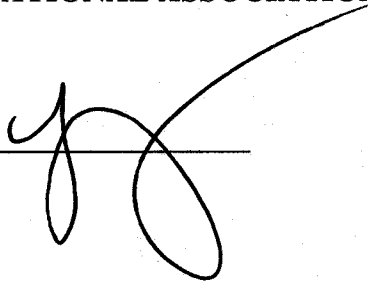
HELEN M. GUELPA
NOTARY PUBLIC, State of New York
No. 01GU4514379
Qualified in New York County
Commission Expires April 30, 2007

Agreed and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Shawn Young
Title: Vice President

A handwritten signature in black ink, appearing to be 'Shawn Young', written over a horizontal line. The signature is stylized with a large loop at the end.

Schedule I to Patent and Trademark Security Agreement

PATENTS

Patent No.	Title	Issue Date
DES. 398,288	Electrical Connector with Moveable Cam	September 15, 1998
DES. 412,885	Contact Housing for an Electrical Connector	August 17, 1999
6,071,145	Contact Housing for an Electrical Connector	June 6, 2000

PATENT LICENSES

License dated May 7, 2004 from elde V. Toly under Provisional Patent Application deposited with the U.S. Patent Office on January 9, 2004.

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Schedule II to Patent and Trademark Security Agreement

TRADEMARKS

Trademark
BATES

Registration Number
2,161,716

Registration Date
June 2, 1998

TRADEMARK LICENSES

None

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