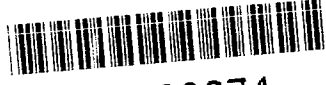


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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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):  
DEFIANCE, INC.

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

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

2. Name and address of receiving party(ies)  
Name: Bank of America, N.A., as Agent  
Internal  
Address: \_\_\_\_\_  
Street Address: 335 Madison Avenue  
City: New York State: NY Zip: 10017

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association

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

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other Assignment For Security

Execution Date: November 10, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
  
B. Trademark Registration No.(s)  
2,401,234

Additional number(s) attached  Yes  No

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

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Paul Somelofske  
Internal Address: Kaye Scholer LLP  
  
Street Address: 425 Park Avenue  
  
City: New York State: NY Zip: 10022-3598

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Paul Somelofske    Paul Somelofske    12-18-03  
Name of Person Signing    Signature    Date

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

12/24/2003 EC000PER 00000000 2401234

01 FC:8521

40.00

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

30760114.PDF

TRADEMARK  
REEL: 002886 FRAME: 0714

2, 401, 234

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

KNOW ALL MEN BY THESE PRESENTS, THAT DEFIANCE, INC., a Delaware corporation, with its principal office at 28721 Cedar Park Blvd., Perrysburg, OH 43551, (hereinafter called the "Assignor"), hereby appoints and constitutes Bank of America N.A., a national banking association, as agent (in its capacity as agent, together with any successor in such capacity, referred to herein as the "Assignee") for the financial institutions (the "Lenders") now or hereafter being parties to the Credit Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), among the Assignor, certain affiliates of the Assignor, Assignee, Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor upon and during the continuance of an Event of Default:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;


3. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement, dated the date hereof, among the Assignor the Assignee and certain other Grantors and takes effect solely for the purposes of Section 23 thereof and is subject to the conditions thereof and may not be revoked until the indefeasible payment and performance in full in cash of all "Obligations" as defined in such Security Agreement and the expiration or termination of all of the Commitments

(as defined in the Credit Agreement) of the Lenders under the Credit Agreement and the cancellation and of all Letters of Credit (as defined in the Credit Agreement) issued pursuant to the Credit Agreement (or to the extent not so cancelled and returned, the deposit with the Assignee of Supporting Letters of Credit (as defined in the Credit Agreement) for such outstanding Letters of Credit (or related Credit Support, as defined in the Credit Agreement) in accordance with and as required by the Credit Agreement).

Dated: November 10, 2003

DEFIANCE, INC.

By:   
Name: Matthew R. Friel  
Title: Vice President, Chief Financial Officer and Treasurer

STATE OF New Jersey ) ss.:  
COUNTY OF Sussex )

On this 10<sup>th</sup> day of November, 2003, before me personally appeared Matthew Friel, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Defiance, Inc., who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich  
Notary Public

"Official Seal"  
Linda Oliver Budich  
Notary Public, State of New Jersey  
Commission Expires Aug. 2, 2005

GRANT OF SECURITY

(TRADEMARKS)

WHEREAS, DEFIANCE, INC. (herein referred to as "Assignor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor, certain affiliates thereof, certain financial institutions named therein (the "Lenders"), Bank of America, N.A., as agent for the Lenders (in such capacity, together with any successor agent, "Assignee"), Bank of America, N.A., as syndication agent, Fleet Capital Corporation, as documentation agent, and Banc of America Securities LLC, as sole book runner and lead arranger, are parties to the Credit Agreement dated as of November 10, 2003 and Assignor and the Lenders are desirous of having a security interest and lien on the above-identified property as security for all Obligations as defined in the Agreement;

WHEREAS, Assignor has entered into a Security Agreement, dated as of November 10, 2003 (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and lien on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill 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 (the "Collateral"), as security for all Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a continuing security interest in, and lien on, the Collateral as security for all Obligations.

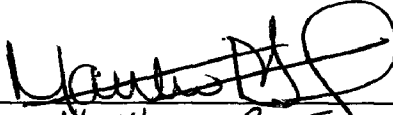
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the security interest in and lien on the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 335 Madison Avenue, New York, New York 10017.

IN WITNESS WHEREOF, Assignor has caused this Grant to be duly executed by its officer thereunto duly authorized as of the 10<sup>th</sup> day of November 2003.

DEFIANCE, INC.

By: \_\_\_\_\_



Name: Matthew R. Friel

Title: Vice President, Chief Financial officer and Treasurer

STATE OF New Jersey )  
 ) ss.:  
COUNTY OF Sussex )

On this 10<sup>th</sup> day of November, 2003, before me personally appeared Matthew Tril, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Defiance, Inc., who being by me duly sworn did depose and say that he or she is an authorized officer of said entity, that said instrument was signed on behalf of said entity as authorized by the Board of Directors and that he or she acknowledged said instrument to be the free act and deed of said entity.

Linda Oliver Budich  
Notary Public

"Official Seal"  
Linda Oliver Budich  
Notary Public, State of New Jersey  
My Commission Expires Aug 2005

SCHEDULE A TO GRANT OF SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>	<u>Status/Comments</u>
DEFIANCE TOOLING SYSTEMS	USA	2,401,234	11/07/2000	Registered