

12/31/03

01-05-2004

Form PTO-1594

(Rev. 10/02)

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

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RE



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

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

1. Name of conveying party(ies):

Comerica Bank

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

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: December 12, 2003

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank Minnesota, N.A.

Internal

Address: _____

Street Address: Sixth & Marquette; N9303-120

City: Minneapolis State: MN Zip: 55479

- ☐ Individual(s) citizenship _____
☒ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☐ 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)

B. Trademark Registration No.(s)

1186417, 1186391, 1345254, 1576814, 2380841, 1472819

Additional number(s) attached ☐ Yes ☒ No

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

Name: Brian Galison, Esq.

Internal Address: c/o O'Melveny & Myers LLP
 24th Floor

Street Address: 30 Rockefeller Plaza

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0639

(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.

Brian Galison, Esq.

Name of Person Signing

Signature

12/29/03

Date

15

01/05/2004 EC0000012 500639 1186417

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

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

01 FC:8521
 02 FC:8522

40.00 DA
 125.00 DA

TRADEMARK
 REEL: 002890 FRAME: 0124

Dec-12-2003 04:58pm From: O'MELVENY & MYERS LLP -27ROCK 44

14070648

T-813 P.016/027 F-483

Form PTO-1595 (Rev. 10/02) OMB No. 0051-9087 (exp. 9/30/2005) Tab settings 0.5 0.5		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy the set.					
1. Name of conveying party(ies): Comerica Bank		2. Name and address of receiving party(ies) Name: Wells Fargo Bank Minnesota, N.A. Internal Address: _____ _____ _____ Street Address: 64th & Marquette, N6303-120 _____ _____ City: Minneapolis State: MN Zip: 55478			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		Execution Date: December , 2003			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ B. Patent No.(s) 679627, 679628, 688027, D-65108, 603092, 4704502, 4500050, 5020470, 5748650, 6863912, 6864670		Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Brian Galison, Esq. Internal Address: c/o O'Melveny & Myers LLP 24th Floor _____ _____ Street Address: 30 Rockefeller Plaza _____ _____ City: New York State: NY Zip: 10112		6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41)..... \$ 480.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-0839 (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. Brian Galison, Esq. _____ Name of Person Signing Signature Date 12/12/03					
Total number of pages including cover sheet, documents, and drawings: <input type="checkbox"/> Mail this document to the Recorder with registered cover sheet at Information Inc. Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20501					

Dec-12-2003 04:38pm

From: O'MELVENY & MYERS LLP -27ROCK #4

+4080848

T-812 P.815/827 F-403

Collateral Assignment Agreement**Dated December 12, 2003**

Reference is made to the (i) Amended and Restated Loan Agreement dated as of August 1, 2001 (the "Existing Loan Agreement"), between Haden Schweitzer Corporation, an Ohio corporation (the "Borrower") and Comerica Bank, a Michigan banking association (the "Existing Lender"), (ii) Subordination and Collateral Agency Agreement dated as of August 1, 2001 (the "Subordination Agreement"), among Borrower, Existing Lender, Infant Group LLC, a corporation organized under the laws of England and Wales, the Persons set forth on Schedule I thereto and Palladium Equity Partners II, L.P., a Delaware limited partnership, Palladium Equity Partners II-A, L.P., a Delaware limited partnership and Palladium Equity Investors II, L.P., a Delaware limited partnership (collectively "Palladium") and (iii) the Assignment Agreements dated as of December 12, 2003 (the "Assignment Agreements"), by and between the Existing Lender and Palladium. All terms used herein and not otherwise defined shall have the meanings set forth in the Existing Loan Agreement.

Pursuant to the Assignment Agreements, the Existing Lender has agreed to assign to Palladium (the "Successor Lender"), and the Successor Lenders have agreed to accept, all of Existing Lender's rights and obligations under the Existing Loan Agreement (excluding any rights and obligations with respect to the Letters of Credit except to the extent otherwise provided in Section 2(c) of each Assignment Agreement).

In connection with the execution of the Assignment Agreements, Existing Lender will resign as Collateral Agent for the Subordinated Lenders (as each term is defined in the Subordination Agreement).

In connection with the foregoing, and subject, in all respects, to the Assignment Agreements, in accordance with Section 2(A) of this Agreement, Existing Lender hereby assigns to Wells Fargo Bank Minnesota, N.A. (the "Collateral Agent"), and Collateral Agent (for the benefit of itself, Administrative Agent (as defined in the Amended and Restated Loan Agreement, dated as of December 12, 2003 among the Borrower, Palladium Capital Management, L.L.C., as Administrative Agent, Palladium and Collateral Agent), the Successor Lenders and the Subordinated Lenders (as defined in the Subordination Agreement)) hereby accepts all of Existing Lender's right, title and interest in and to the Collateral.

The Existing Lender, the Collateral Agent and, for purposes of Section 1 only, the Majority SubDebt Holders (as defined in the Subordination Agreement) hereby agree as follows:

1. Resignation and Appointment.

A. Pursuant to and in satisfaction of Article IX of the Subordination Agreement: (i) the Existing Lender hereby resigns its position as collateral agent under the Subordination Agreement, (ii) the Majority SubDebt Holders hereby accept the Existing Lender's resignation as collateral agent thereunder, (iii) the Majority SubDebt Holders hereby appoint Collateral Agent as collateral agent for purposes of the Subordination Agreement and (iv) Collateral Agent accepts its appointment as the collateral agent for purposes of the Subordination Agreement.

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Dec-12-2003 04:39pm

From: O'MELVENY & MYERS LLP -27800K 14

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T-813 P.017/027 F-483

B. Collateral Agent has been appointed as "Collateral Agent" for the benefit of itself, Administrative Agent, the Successor Lenders and the Subordinated Lenders.

C. The Majority SubDebt Holders consent to any amendments of the Subordination Agreement or any of the other Security Documents that may be effected by this Agreement.

2. Assignment of Collateral

A. With the exception of the Guarantees, which are specifically addressed in subsection (D) of this Section 2, the Existing Lender hereby transfers, assigns, grants and conveys unto the Collateral Agent, without representation, warranty or recourse of any kind and subject, in all respects, to each Assignment Agreement, all of its right, title and interest in and to the Security Documents (as defined below), together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents.

B. For purposes of this Agreement, "Security Documents" shall be defined as the following (each as amended, modified or supplemented on or prior to the date hereof):

- (i) the Collateral Assignments;
- (ii) the Security Agreements;
- (iii) the Guarantees;
- (iv) the Pledge Agreements;
- (v) the Subordination Agreement;
- (vi) the Subordinated Guarantee and Collateral Agreement;
- (vii) the Covered Subordinated Loan Documents (as defined in the Subordination and Collateral Agency Agreement);
- (viii) the Financing Statements; and
- (ix) all other documents, agreements and instruments delivered to the Existing Lender pursuant to or in connection with the Existing Loan Agreement, the Subordinated Agreement or any of the Security Documents (with the exception of (y) the letter agreement dated November 20, 2003 among Successor Lenders and Existing Lender and (z) the Assignment Agreements, all of which agreements shall be retained by the Existing Lender and shall not be subject to this Agreement or constitute Security Documents).

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FROM: O'MELVENY & MYERS LLP -ZTRUCK R4

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T-013 P.018/027 F-403

C. In furtherance of the provisions of subsection (A) above, the Existing Lender:

- (i) agrees to sign and deliver to the Collateral Agent (A) a notarized Assignment of Mortgage, in substantially the form of Exhibit A attached hereto, in respect of each Mortgage in which it has been granted a security interest, all of which are described on Schedule (c)(i);
- (ii) agrees to deliver to the Collateral Agent (A) each stock certificate and stock power in the possession of the Existing Lender and in which the Existing Lender has been granted a security interest, all of which are described on Schedule (c)(ii)(A) attached hereto and (B) each pledged note and endorsement in the possession of the Existing Lender and in which the Existing Lender has been granted a security interest, all of which are described on Schedule (c)(ii)(B) attached hereto;
- (iii) authorizes the Collateral Agent to file a UCC-3 assignment with respect to each of the UCC-1 Financing Statements which has been filed on behalf of the Existing Lender; and
- (iv) authorizes the Collateral Agent to file an assignment with the U.S. Patent and Trademark Office with respect to each patent and trademark in which the Existing Lender has been granted a security interest, including those described on Schedule (c)(iv) attached hereto.

D. The Existing Lender hereby transfers, assigns, grants and conveys unto the Administrative Agent, without representation, warranty or recourse, and subject, in all respects, to each Assignment Agreement, all of its right, title and interest in and to the Guaranties, together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Guaranties.

E. In connection with and furtherance of the foregoing provisions, the Existing Lender agrees to execute and deliver to the Collateral Agent, at the sole cost and expense of the Successor Lenders, such other documents, and to take such other actions, in each case as the Collateral Agent or Successor Lenders may from time to time reasonably deem necessary or desirable in order to transfer to the Collateral Agent all of the Existing Lender's right, title and interest in the Collateral held by the Existing Lender under the Security Documents and assign to the Collateral Agent (for the benefit of itself, Administrative Agent, Successor Lenders and Subordinated Lenders (as defined in the Subordination Agreement) under the Subordination Agreement) all liens created or purported to be created under the Existing Loan Agreement and the Security Documents.

F. Pending completion of the transfers contemplated by subsections (C) and (E) above, the Collateral Agent hereby appoints the Existing Lender as agent, and the Existing Lender hereby accepts such appointment by the Collateral Agent, solely for the purposes of perfecting the Collateral Agent's security interest in assets in the Existing

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Lender's possession, if any, which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession.

3. Interpretation of Security Documents

For the avoidance of doubt, on and after the date hereof, all references in the Security Documents to the Existing Lender or "the Bank" in its capacity as collateral agent shall be deemed to refer to the Collateral Agent. Each other reference in the Security Documents to the Existing Lender or "the Bank" shall be deemed to refer to the Administrative Agent, Successor Lenders, Subordinated Lenders or Palladium, as the context requires.

4. Limitation of Liability of Existing Lender and Collateral Agent

The Existing Lender shall not be responsible to the Collateral Agent or the Successor Lenders for the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Security Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made to the Existing Lender, Collateral Agent, Successor Lenders or by or on behalf of the Borrower or any of its Subsidiaries to the Existing Lender, Collateral Agent or the Successor Lenders in connection with the Security Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Borrower or any other Person liable for the payment of any obligations under any Security Document, nor shall the Existing Lender be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Security Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default.

Majority SubDebt Holders hereby acknowledge and agree that the Collateral Agent shall have no liability with respect to the acts or omissions of Existing Lender under the Security Documents prior to the date hereof.

5. Conditions to Effectiveness

This Agreement shall be and become effective on the date hereof when all of the following conditions shall have been satisfied:

A. the Assignment Agreements shall have become effective in accordance with the terms thereof;

B. the Existing Lender and the Collateral Agent each shall have received counterparts of this Agreement duly executed on behalf of the Existing Lender, the Collateral Agent, the Majority SubDebt Holders and the Borrower; and

C. each item described in subsections (C)(i) and (C)(ii) of Section 2 hereof shall have been delivered to the Collateral Agent by the Existing Lender, and, in the case of items to be signed and delivered by Persons other than the Existing Lender, the Existing Lender shall have received a copy signed by all other Persons party thereto.

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Dec-12-2003 04:40PM FROM: O'MELVENY & MYERS LLP -270000 04

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T-012 P.020/027 P-403

6. Entire Agreement.

This Agreement and the Assignment Agreements, together, embody the final entire agreement of each of the Existing Lender and the Collateral Agent, the Successor Lenders, the Subordinated Lenders, and the other parties hereto, and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements among the parties. To the extent of any inconsistency between this Agreement and any Assignment Agreement, the respective Assignment Agreement shall control.

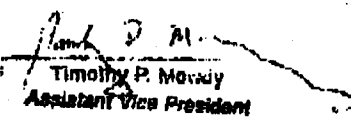
7. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York, but without regard to the other choice of law or conflict of law rules) and applicable laws of the United States of America.

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[COUNTERPART SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AGREEMENT]

WELLS FARGO BANK MINNESOTA N.A.
as Collateral Agent

Sgt. 
Name: Timothy P. Morady
Title: Assistant Vice President

Dec-12-2003 04:41pm From: O'MELVENY & MYERS LLP -ETROCK 04

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T-013 P.022/027 F-403

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

COMERICA BANK

as Existing Lender and as collateral agent under the Subordination Agreement

By: Name: Bryan E. SmithTitle: Banking Officer

PALLADIUM EQUITY PARTNERS II, L.P.
PALLADIUM EQUITY PARTNERS II-A, L.P.
PALLADIUM EQUITY INVESTORS II, L.P.

By: **PALLADIUM EQUITY PARTNERS II, L.L.C.**
general partner

By: _____

Name: _____

Title: _____

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Dec-12-2003 04:41am From: O'MELVENY & MYERS LLP -27ROCK 84

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T-013 P.023/027 F-403

12/12/2003 12:02 FAX 312 815 8188

PALLADIUM

0002

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

COMERICA BANK

as Existing Lender and as collateral agent under the Subordination Agreement


By:

Name: _____
Title: _____

PALLADIUM EQUITY PARTNERS II, L.P.
PALLADIUM EQUITY PARTNERS II-A, L.P.
PALLADIUM EQUITY INVESTORS, L.P.

By: **PALLADIUM EQUITY PARTNERS II, L.L.C.**

general partner

By: 
Name: **David J. Edwards**
Title: **att.**

DEC-12-2003 04:41pm

FROM: O'MELVENY & MYERS LLP -27ROCK #4

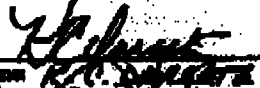
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T-917 P.024/027 F-403

[COUNTERPART SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AGREEMENT]

AGREED TO AND ACKNOWLEDGED BY

HARSH SCHWETTER CORPORATION

By: 
Name: K.C. Schwetter
Title: President

TRADEMARK

REEL: 002890 FRAME: 0134

Schedule 601Patents and TrademarksTRADEMARKS:

<u>Conveying Party</u>	<u>Registration Numbers</u>
Haden, Inc.	1576814 2380841 1472819
Haden Schweitzer Corporation	1186417 1186391 1345254 1576814 2380841 1472819

PATENTS:

<u>Conveying Party</u>	<u>Patent Numbers</u>
Haden Schweitzer Corporation	4704932 4980030 5020470 5746650 5383312 5954870
Haden, Inc.	5573587 5765293 5899027 D405198 6099699

NY1:14812944

1

Dec-12-2003 04:42pm

From: O'MELVENY & MYERS LLP -27ROCK 14

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T-513 P.025/027 F-403

EXHIBIT A**Form of Assignment of Mortgage**

(For Recorder's Use)

(For Recorder's Use)

ASSIGNMENT OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, COMERICA BANK, a Michigan banking corporation, 500 Woodward Avenue, Detroit, Michigan 48226 ("Assignor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to it in hand paid by Wells Fargo Bank Minnesota, N.A., a national banking association, whose address is Sixth & Marquette; NS303-120, Minneapolis, MN 55479, as Collateral Agent for each of PALLADIUM EQUITY PARTNERS II, L.P., PALLADIUM EQUITY PARTNERS II-A, L.P. AND PALLADIUM EQUITY INVESTORS II, L.P., each a Delaware limited liability company whose address is 1270 Avenue of the Americas, Suite 2200, New York, New York 10020 ("Assignee"), has absolutely sold, assigned and transferred, and hereby does absolutely sell, assign and transfer to Assignee, without recourse, representation or warranty, all of its right, title and interest in and to a certain Mortgage dated December 20, 1999 ("Mortgage"), given by HADEN AUBURN, LLC, a Michigan limited liability company ("Auburn"), as mortgagor ("Mortgagor"), in favor of HADEN, INC., a Michigan corporation ("Haden"), as recorded on February 14, 2000 in Liber 21099, Page 138, Oakland Records, which Mortgage was subsequently assigned to Comerica Bank, recorded February 14, 2000 in Liber 21099, Page 143, Oakland County Records. A description of the real property encumbered by the Lease Assignment is set forth on Exhibit A attached hereto.

Dated effective as of December ____, 2003

COMERICA BANK,

By: _____

Print Name: _____

Its: _____

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Dec-12-2003 04:42pm From O'MELVENY & MYERS LLP -2700K 84

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T-813 P.027/027 F-483

STATE OF MICHIGAN

COUNTY OF _____

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of COMERICA BANK, a Michigan banking corporation, and who, being duly sworn, acknowledged that he[she] executed the same on behalf of said banking corporation.

Print Name: _____

Notary Public, _____

County, _____

My Commission Expires: _____

(Seal)

Drafted by and when recorded return to:

Brian S. Gelson, Esq.
O'Melveny & Myers LLP
30 Rockefeller Plaza
28th Floor
New York, NY 10112

NY1042094

3

TOTAL P.15

Dec-12-2003 04:42pm

From: O'MELVENY & MYERS LLP -27ROCK 94

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T-813

P.027/027

F-402

STATE OF MICHIGAN

COUNTY OF _____

} ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____, the _____ of COMERICA BANK, a Michigan banking corporation, and who, being duly sworn, acknowledged that he[she] executed the same on behalf of said banking corporation.

Print Name: _____

Notary Public, _____

My Commission Expires: _____

County, _____

(Seal)

Drafted by and when recorded return to:

Brian S. Galson, Esq.
O'Melveny & Myers LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112

NY1142394

3

TOTAL P.15

Collateral Assignment Agreement

Dated December 12, 2003

Reference is made to the (i) Amended and Restated Loan Agreement dated as of August 1, 2001 (the "Existing Loan Agreement"), between Haden Schweitzer Corporation, an Ohio corporation (the "Borrower") and Comerica Bank, a Michigan banking association (the "Existing Lender"), (ii) Subordination and Collateral Agency Agreement dated as of August 1, 2001 (the "Subordination Agreement"), among Borrower, Existing Lender, Infast Group PLC, a corporation organized under the laws of England and Wales, the Persons set forth on Schedule I thereto and Palladium Equity Partners II, L.P., a Delaware limited partnership, Palladium Equity Partners II-A, L.P., a Delaware limited partnership and Palladium Equity Investors II, L.P., a Delaware limited partnership (collectively "Palladium") and (iii) the Assignment Agreements dated as of December 12, 2003 (the "Assignment Agreements"), by and between the Existing Lender and Palladium. All terms used herein and not otherwise defined shall have the meanings set forth in the Existing Loan Agreement.

Pursuant to the Assignment Agreements, the Existing Lender has agreed to assign to Palladium (the "Successor Lenders"), and the Successor Lenders have agreed to accept, all of Existing Lender's rights and obligations under the Existing Loan Agreement (excluding any rights and obligations with respect to the Letters of Credit except to the extent otherwise provided in Section 2(e) of each Assignment Agreement).

In connection with the execution of the Assignment Agreements, Existing Lender will resign as Collateral Agent for the Subordinated Lenders (as each term is defined in the Subordination Agreement).

In connection with the foregoing, and subject, in all respects, to the Assignment Agreements, in accordance with Section 2(A) of this Agreement, Existing Lender hereby assigns to Wells Fargo Bank Minnesota, N.A. (the "Collateral Agent"), and Collateral Agent (for the benefit of itself, Administrative Agent (as defined in the Amended and Restated Loan Agreement, dated as of December 12, 2003 among the Borrower, Palladium Capital Management, L.L.C., as Administrative Agent, Palladium and Collateral Agent), the Successor Lenders and the Subordinated Lenders (as defined in the Subordination Agreement)) hereby accepts all of Existing Lender's right, title and interest in and to the Collateral.

The Existing Lender, the Collateral Agent and, for purposes of Section 1 only, the Majority SubDebt Holders (as defined in the Subordination Agreement) hereby agree as follows:

1. Resignation and Appointment.

A. Pursuant to and in satisfaction of Article IX of the Subordination Agreement: (i) the Existing Lender hereby resigns its position as collateral agent under the Subordination Agreement, (ii) the Majority SubDebt Holders hereby accept the Existing Lender's resignation as collateral agent thereunder, (iii) the Majority SubDebt Holders hereby appoint Collateral Agent as collateral agent for purposes of the Subordination Agreement and (iv) Collateral Agent accepts its appointment as the collateral agent for purposes of the Subordination Agreement.

B. Collateral Agent has been appointed as "Collateral Agent" for the benefit of itself, Administrative Agent, the Successor Lenders and the Subordinated Lenders.

C. The Majority SubDebt Holders consent to any amendments of the Subordination Agreement or any of the other Security Documents that may be effected by this Agreement.

2. Assignment of Collateral.

A. With the exception of the Guaranties, which are specifically addressed in subsection (D) of this Section 2, the Existing Lender hereby transfers, assigns, grants and conveys unto the Collateral Agent, without representation, warranty or recourse of any kind and subject, in all respects, to each Assignment Agreement, all of its right, title and interest in and to the Security Documents (as defined below), together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Security Documents.

B. For purposes of this Agreement, "Security Documents" shall be defined as the following (each as amended, modified or supplemented on or prior to the date hereof):

- (i) the Collateral Assignments;
- (ii) the Security Agreements;
- (iii) the Guaranties;
- (iv) the Pledge Agreements;
- (v) the Subordination Agreement;
- (vi) the Subordinated Guarantee and Collateral Agreement;
- (vii) the Covered Subordinated Loan Documents (as defined in the Subordination and Collateral Agency Agreement);
- (viii) the Financing Statements; and
- (ix) all other documents, agreements and instruments delivered to the Existing Lender pursuant to or in connection with the Existing Loan Agreement, the Subordinated Agreement or any of the Security Documents (with the exception of (y) the letter agreement dated November 20, 2003 among Successor Lenders and Existing Lender and (z) the Assignment Agreements, all of which agreements shall be retained by the Existing Lender and shall not be subject to this Agreement or constitute Security Documents).

C. In furtherance of the provisions of subsection (A) above, the Existing Lender:

- (i) agrees to sign and deliver to the Collateral Agent (A) a notarized Assignment of Mortgage, in substantially the form of Exhibit A attached hereto, in respect of each Mortgage in which it has been granted a security interest, all of which are described on Schedule (c)(i);
- (ii) agrees to deliver to the Collateral Agent (A) each stock certificate and stock power in the possession of the Existing Lender and in which the Existing Lender has been granted a security interest, all of which are described on Schedule (c)(ii)(A) attached hereto and (B) each pledged note and endorsement in the possession of the Existing Lender and in which the Existing Lender has been granted a security interest, all of which are described on Schedule (c)(ii)(B) attached hereto;
- (iii) authorizes the Collateral Agent to file a UCC-3 assignment with respect to each of the UCC-1 Financing Statements which has been filed on behalf of the Existing Lender; and
- (iv) authorizes the Collateral Agent to file an assignment with the U.S. Patent and Trademark Office with respect to each patent and trademark in which the Existing Lender has been granted a security interest, including those described on Schedule (c)(iv) attached hereto.

D. The Existing Lender hereby transfers, assigns, grants and conveys unto the Administrative Agent, without representation, warranty or recourse, and subject, in all respects, to each Assignment Agreement, all of its right, title and interest in and to the Guaranties, together with any rider, addendum, exhibit, schedule and attachment thereto, and all UCC financing statements filed in connection therewith, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Guaranties.

E. In connection with and furtherance of the foregoing provisions, the Existing Lender agrees to execute and deliver to the Collateral Agent, at the sole cost and expense of the Successor Lenders, such other documents, and to take such other actions, in each case as the Collateral Agent or Successor Lenders may from time to time reasonably deem necessary or desirable in order to transfer to the Collateral Agent all of the Existing Lender's right, title and interest in the Collateral held by the Existing Lender under the Security Documents and assign to the Collateral Agent (for the benefit of itself, Administrative Agent, Successor Lenders and Subordinated Lenders (as defined in the Subordination Agreement) under the Subordination Agreement) all liens created or purported to be created under the Existing Loan Agreement and the Security Documents.

F. Pending completion of the transfers contemplated by subsections (C) and (E) above, the Collateral Agent hereby appoints the Existing Lender as agent, and the Existing Lender hereby accepts such appointment by the Collateral Agent, solely for the purposes of perfecting the Collateral Agent's security interest in assets in the Existing

Lender's possession, if any, which, in accordance with Article 9 of the Uniform Commercial Code, can be perfected only by possession.

3. Interpretation of Security Documents.

For the avoidance of doubt, on and after the date hereof, all references in the Security Documents to the Existing Lender or "the Bank" in its capacity as collateral agent shall be deemed to refer to the Collateral Agent. Each other reference in the Security Documents to the Existing Lender or "the Bank" shall be deemed to refer to the Administrative Agent, Successor Lenders, Subordinated Lenders or Palladium, as the context requires.

4. Limitation of Liability of Existing Lender and Collateral Agent.

The Existing Lender shall not be responsible to the Collateral Agent or the Successor Lenders for the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Security Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made to the Existing Lender, Collateral Agent, Successor Lenders or by or on behalf of the Borrower or any of its Subsidiaries to the Existing Lender, Collateral Agent or the Successor Lenders in connection with the Security Documents and the transactions contemplated thereby or for the financial condition or business affairs of the Borrower or any other Person liable for the payment of any obligations under any Security Document, nor shall the Existing Lender be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Security Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default.

Majority SubDebt Holders hereby acknowledge and agree that the Collateral Agent shall have no liability with respect to the acts or omissions of Existing Lender under the Security Documents prior to the date hereof.

5. Conditions to Effectiveness.

This Agreement shall be and become effective on the date hereof when all of the following conditions shall have been satisfied:

- A. the Assignment Agreements shall have become effective in accordance with the terms thereof;
- B. the Existing Lender and the Collateral Agent each shall have received counterparts of this Agreement duly executed on behalf of the Existing Lender, the Collateral Agent, the Majority SubDebt Holders and the Borrower; and
- C. each item described in subsections (C)(i) and (C)(ii) of Section 2 hereof shall have been delivered to the Collateral Agent by the Existing Lender, and, in the case of items to be signed and delivered by Persons other than the Existing Lender, the Existing Lender shall have received a copy signed by all other Persons party thereto.

6. Entire Agreement.

This Agreement and the Assignment Agreements, together, embody the final entire agreement of each of the Existing Lender and the Collateral Agent, the Successor Lenders, the Subordinated Lenders, and the other parties hereto, and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements among the parties. To the extent of any inconsistency between this Agreement and any Assignment Agreement, the respective Assignment Agreement shall control.

7. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (including Section 5-1401 of the General Obligations Law of the State of New York, but without regard to the other choice of law or conflict of law rules) and applicable laws of the United States of America.

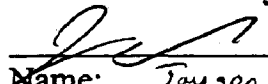
* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

COMERICA BANK

as Existing Lender and as collateral agent under the Subordination Agreement

By:


Name: Tayson Ishak
Title: Banking officer

PALLADIUM EQUITY PARTNERS II, L.P.
PALLADIUM EQUITY PARTNERS II-A, L.P.
PALLADIUM EQUITY INVESTORS II, L.P.

By: PALLADIUM EQUITY PARTNERS II, L.L.C.
general partner

By:

Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

COMERICA BANK

as Existing Lender and as collateral agent under the Subordination Agreement

By: _____

Name: _____

Title: _____

PALLADIUM EQUITY PARTNERS II, L.P.
PALLADIUM EQUITY PARTNERS II-A, L.P.
PALLADIUM EQUITY INVESTORS, L.P.

By: PALLADIUM EQUITY PARTNERS II, L.L.C.
general partner

By:  _____

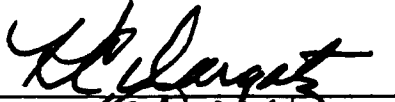
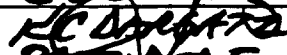

Name: KENNETH RAYMOND

Title: GP

[COUNTERPART SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AGREEMENT]

AGREED TO AND ACKNOWLEDGED BY

HADEN SCHWEITZER CORPORATION

By: 
Name: 
Title: 

TRADEMARK

REEL: 002890 FRAME: 0146

[COUNTERPART SIGNATURE PAGE TO COLLATERAL ASSIGNMENT AGREEMENT]

WELLS FARGO BANK MINNESOTA, N.A.
as Collateral Agent

By: 

Name: / Timothy P. Menoy

Title: *Assistant Vice President*

Schedule (c)(i)

List of Existing Mortgages, Deeds of Trust and/or Deeds to Secure Debt

Mortgage, dated December 20, 1999, given by Haden Auburn, LLC, a Michigan limited liability company, as mortgagor in favor of Haden, Inc., a Michigan corporation, as recorded on February 14, 2000 in Liber 21099, Page 139, Oakland County Records, subsequently assigned to Existing Lender recorded February 14, 2000 in Liber 21099, Page 143, Oakland County Records.

Schedule (c)(ii)(A)

Stock Certificates and Stock Powers

- 65 shares of Haden Purification, Inc., in the name of Haden Environmental Corp.
- 100 shares of Haden Research and Development Corp., in the name of Haden, Inc.
- 100 shares of Haden Environmental Corp., in the name of Haden Schweitzer Corp.
- 1 share of Haden Schweitzer Canada, Inc., in the name of Haden, Inc.
- 65 shares of Haden International Sales Corp., in the name of Haden Schweitzer Corp.
- 200 shares Haden Schweitzer Corp. in the name of Haden, Inc.
- 10,000 shares of Haden Ducost Systems, LTD., in the name of Haden International Group
- 12,448,297 shares of Haden Maclellan in the name of Haden International Group, Inc.

Schedule (c)(ii)(B)

Pledged Notes and Endorsements

- \$25,000,000 Replacement Line of Credit Note dated 8/1/2001.

Schedule c(iv)

Patents and Trademarks

TRADEMARKS:

<u>Conveying Party</u>	<u>Registration Numbers</u>
Haden, Inc.	1576814 2380841 1472819
Haden Schweitzer Corporation	1186417 1186391 1345254 1576814 2380841 1472819

PATENTS:

<u>Conveying Party</u>	<u>Patent Numbers</u>
Haden Schweitzer Corporation	4704952 4980030 5020470 5746650 5383312 5954970
Haden, Inc.	5573587 5765293 5899027 D405198 6099898

Form of Assignment of Mortgage

(For Recorder's Use)

(For Recorder's Use)

ASSIGNMENT OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, COMERICA BANK, a Michigan banking corporation, 500 Woodward Avenue, Detroit, Michigan 48226 ("Assignor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, to it in hand paid by Wells Fargo Bank Minnesota, N.A., a national banking association, whose address is Sixth & Marquette; N9303-120, Minneapolis, MN 55479, as Collateral Agent for each of PALLADIUM EQUITY PARTNERS II, L.P., PALLADIUM EQUITY PARTNERS II-A, L.P. AND PALLADIUM EQUITY INVESTORS II, L.P., each a Delaware limited liability company whose address is 1270 Avenue of the Americas, Suite 2200, New York, New York 10020 ("Assignee"), has absolutely sold, assigned and transferred, and hereby does absolutely sell, assign and transfer to Assignee, without recourse, representation or warranty, all of its right, title and interest in and to a certain Mortgage dated December 20, 1999 ("Mortgage"), given by HADEN AUBURN, LLC, a Michigan limited liability company ("Auburn"), as mortgagor ("Mortgagor"), in favor of HADEN, INC., a Michigan corporation ("Haden"), as recorded on February 14, 2000 in Liber 21099, Page 138, Oakland Records, which Mortgage was subsequently assigned to Comerica Bank, recorded February 14, 2000 in Liber 21099, Page 143, Oakland County Records. A description of the real property encumbered by the Lease Assignment is set forth on Exhibit A attached hereto.

Dated effective as of December ___, 2003

COMERICA BANK,

By: _____

Print Name: _____

Its: _____