

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Brittany Corporation		06/30/2004	CORPORATION: OHIO
Duffy Holding, Inc.		06/30/2004	CORPORATION: OHIO
Duffy Tool & Stamping, Ltd.		06/30/2004	limited liability company: OHIO
Duffy Tool & Stamping International Inc.		06/30/2004	CORPORATION: INDIANA
Sovereign Tool & Engineering, Ltd.		06/30/2004	limited liability company: OHIO
Bettcher Manufacturing, LLC		06/30/2004	limited liability company: OHIO
Great Lakes Castings Corporation		06/30/2004	CORPORATION: MICHIGAN
The Payne Investment Company		06/30/2004	CORPORATION: OHIO
Robinson-Ransbottom Pottery Company		06/30/2004	CORPORATION: OHIO
Stanhope Products Company		06/30/2004	CORPORATION: OHIO
Flow Dry Technology Ltd.		06/30/2004	limited liability company: OHIO
Stanhope Products Company LLC		06/30/2004	limited liability company: OHIO

**RECEIVING PARTY DATA**

Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2144733	
Registration Number:	2639361	ROBINSON RANSBOTTOM
Registration Number:	2767724	ACCU-WELD
Registration Number:	2523383	LIP LOCK

CH \$165.00 2144733

Registration Number:	2592399	FLOW DRY
Registration Number:	1840180	SP

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: cremonesevj@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	PNC/BRITTANY
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NAME OF SUBMITTER:	Michael L. Dever
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**Total Attachments: 9**  
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**FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated effective as of June 30, 2004 (the "Amendment"), is made by and among **BRITTANY CORPORATION**, an Ohio corporation ("Brittnay"), **DUFFY HOLDING, INC.**, an Ohio Corporation ("Duffy Holding"), **DUFFY TOOL & STAMPING, LTD.**, an Ohio limited liability company ("Duffy Tool"), **DUFFY TOOL & STAMPING INTERNATIONAL INC.**, an Indiana corporation ("Duffy International"), **SOVEREIGN TOOL & ENGINEERING, LTD.**, an Ohio limited liability company ("Sovereign"), **BETTCHER MANUFACTURING, LLC**, an Ohio limited liability company ("Bettcher"), **GREAT LAKES CASTINGS CORPORATION**, a Michigan corporation ("GLCC"), **THE PAYNE INVESTMENT COMPANY**, an Ohio corporation ("Payne"), **ROBINSON-RANSBOTTOM POTTERY COMPANY**, an Ohio corporation ("RRPC"), **STANHOPE PRODUCTS COMPANY**, an Ohio corporation ("Stanhope"), **FLOW DRY TECHNOLOGY LTD.**, an Ohio limited liability company ("Flow Dry US"), and **STANHOPE PRODUCTS COMPANY LLC**, an Ohio limited liability company ("New Stanhope") (Brittany, Duffy Holding, Duffy Tool, Duffy International, Sovereign, Bettcher, Payne, Stanhope, GLCC, RRPC, Flow Dry US and New Stanhope, being each referred to herein as a "Pledgor" and collectively as "Pledgors") and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders as defined herein (the "Agent").

**RECITALS:**

A. The parties hereto (other than Flow Dry US and New Stanhope) are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of July 28, 2003 (the "Patent, Trademark and Copyright Security Agreement").

B. The Pledgors have requested the Agent and the Lenders to consent to (i) the creation of a new business segment, consisting of the flow dry business and operations that have historically been conducted by Stanhope (the "Engineered Desiccant Systems Segment") and (ii) the transfer by Stanhope to Flow Dry US, Flow Dry Worldwide LLC, an Ohio limited liability company, and Flow Dry Manufacturing Kft, a Hungarian limited liability company, of the assets and liabilities of Stanhope which relate to its Engineered Desiccant Systems Segment, including without limitation, the transfer to Flow Dry US of the Real Property of Stanhope located in Brookville Ohio, and the transfer by Stanhope to New Stanhope, of the assets and liabilities of Stanhope which do not relate to the Engineered Desiccant Systems Segment (collectively, the "Restructuring Transactions").

C. Subject to the conditions set forth in that certain First Amendment to Revolving Credit, Term Loan and Security Agreement among the Pledgors, the financial institutions party thereto (the "Lenders"), KeyBank National Association, as Documentation Agent, and the Agent, dated as of the date hereof, the Agent and the Lenders will consent to the Restructuring Transactions.

D. The Pledgors have requested that the Agent agree to the amendment of certain provisions of the Patent, Trademark and Copyright Security Agreement to take into account the Restructuring Transactions.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

2. Amendment of Patent, Trademark and Copyright Security Agreement.

A. Amendment of Definition. The following definition in the Patent, Trademark and Copyright Security Agreement is hereby amended and restated as follows:

"Pledgor" or "Pledgors" shall have the meaning set forth in the preamble to this Amendment and shall extend to all permitted successors and assigns of such Persons.

B. Amendment to Schedule A. Schedule A to the Patent, Trademark and Copyright Security Agreement is hereby amended and restated as set forth in Annex A hereto.

3. Representations and Warranties. The Pledgors hereby represent and warrant to the Agent as follows:

A. The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Pledgors are in compliance with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. The Pledgors shall pay the costs and expenses of the Agent, including without limitation, reasonable fees of the Agent's counsel in connection with this Amendment.

B. The Pledgors shall have executed and delivered, and caused the Mezzanine Lender to execute and deliver, an amendatory letter or other instrument satisfactory to the Agent which shall amend or modify the Senior Documents in the same manner as the Patent, Trademark and Copyright Security Agreement is amended hereby.

C. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Agent, and the Agent shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Agent.

D. No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirms the same and also confirms the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement, the Transaction Documents and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution.

6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the State of Ohio and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio without regard to its conflict of laws principles.

7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Effective Date. This Amendment shall be effective as of and shall be dated as of the date of satisfaction of all conditions set forth in Section 5 of this Amendment.

9. Acknowledgement. The Agent expressly reserve any and all rights and remedies available to them under the Transaction Documents or any other documents or at law or in equity otherwise with respect to any such noncompliance or Event of Default.

**[SIGNATURES BEGIN ON NEXT PAGE]**

**[SIGNATURE PAGE 1 OF 4 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have executed this Amendment as of the date first above written.

**BRITTANY CORPORATION**

By: James C. Boldt [Seal]

Name: James C. Boldt

Title: Executive Vice President and CFO

Address: Terminal Tower, Suite 2900

50 Public Square

Cleveland, OH 44114

**DUFFY HOLDING, INC**

By: James C. Boldt [Seal]

Name: James C. Boldt

Title: Treasurer

Address: c/o Brittany Corporation

Terminal Tower, Suite 2900

50 Public Square

Cleveland, OH 44114

**DUFFY TOOL & STAMPING, LTD.**

By: James C. Boldt [Seal]

Name: James C. Boldt

Title: Treasurer

Address: 3224 S. Meeker Avenue

Muncie, IN 47302

**DUFFY TOOL & STAMPING  
INTERNATIONAL, INC**

By: James C. Boldt [Seal]

Name: James C. Boldt

Title: Treasurer

Address: Terminal Tower, Suite 2900

50 Public Square

Cleveland, OH 44114

[SIGNATURE PAGE 2 OF 4 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

**BETTCHER MANUFACTURING, LLC**

By: James C. Boldt [Seal]  
Name: James C. Boldt  
Title: Treasurer  
Address: 16000 Commerce Park Drive  
Brookpark, OH 44142

**GREAT LAKES CASTINGS CORPORATION**

By: James C. Boldt [Seal]  
Name: James C. Boldt  
Title: Treasurer  
Address: 800 N. Washington Avenue  
Ludington, MI 49431

**SOVEREIGN TOOL & ENGINEERING, LTD.**

By: James C. Boldt [Seal]  
Name: James C. Boldt  
Title: Treasurer  
Address: 3720 South Hoyt Avenue  
Muncie, IN 47302

**STANHOPE PRODUCTS COMPANY**

By: James C. Boldt [Seal]  
Name: James C. Boldt  
Title: Treasurer  
Address: 379 Albert Road  
Brookville, OH 45309

**FLOW DRY TECHNOLOGY LTD**

By: James C. Boldt [Seal]  
Name: James C. Boldt  
Title: Treasurer  
Address: 379 Albert Road  
Brookville, OH 45309

**[SIGNATURE PAGE 3 OF 4 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]**

**STANHOPE PRODUCTS COMPANY LLC**

By:  [Seal]

Name: James C. Boldt

Title: Vice Chairman

Address: 379 Albert Road  
Brookville, OH 45309

**ROBINSON-RANSBOTTOM POTTERY  
COMPANY**

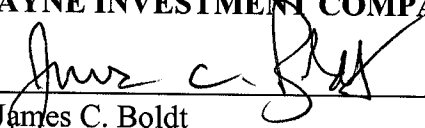
By:  [Seal]

Name: James C. Boldt

Title: Treasurer

Address: County Road 32, Box # 7  
Roseville, OH 42777

**THE PAYNE INVESTMENT COMPANY**

By:  [Seal]

Name: James C. Boldt

Title: Vice President

Address: c/o Brittany Corporation  
Terminal Tower, Suite 2900  
50 Public Square  
Cleveland, OH 44114



[SIGNATURE PAGE 4 OF 4 TO FIRST AMENDMENT TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: Wallace G. Clements  
Name: WALLACE G. CLEMENTS  
Title: SVP

Annex ATrademarks

Reg. No.	Mark	Filing Date	Issued Date	Owner
2144733	CROWN DESIGN		3/17/98	Robinson-Ransbottom Pottery Company
2639361	ROBINSON RANSBOTTOM		10/22/02	Robinson-Ransbottom Pottery Company
30278	CROWN DESIGN (Canadian Registration)		1/31/22	Robinson-Ransbottom Pottery Company
76/347,211	ACCU-WELD	12/10/01		Flow Dry Technology Ltd
76/315,496	MICRO-GAUGED	9/20/01		Stanhope Products Company LLC
2,523,383	LIP LOCK		12/25/01	Flow Dry Technology Ltd
2,592,399	FLOW DRY		7/9/02	Flow Dry Technology Ltd
1,840,180	SP AND DESIGN		6/21/94	Stanhope Products Company LLC

Patents

Patent No.	Patent	Issued Date	Owner
6,474,098	Integrated condenser-receiver desiccant bag and associated filter cap	11/5/02	Flow Dry Technology Ltd
6,395,074	Desiccant bag with integrated filter and method of making same	5/28/02	Flow Dry Technology Ltd
6,155,072	Snap on desiccant bag	12/5/00	Flow Dry Technology Ltd
6,083,305	Snap on desiccant bag	7/4/00	Flow Dry Technology Ltd
6,083,303	Snap on desiccant bag	7/4/00	Flow Dry Technology Ltd
5,914,456	Adsorbent packet for air conditioning accumulators	6/22/99	Flow Dry Technology Ltd
5,837,039	Adsorbent packet for air conditioning accumulators	11/17/98	Flow Dry Technology Ltd

5,814,136	Desiccant container	9/29/98	Flow Dry Technology Ltd
5,716,432	Desiccant container	2/14/98	Flow Dry Technology Ltd
5,685,087	Fluid flow adsorbent container	11/11/97	Flow Dry Technology Ltd
5,569,316	Desiccant container having mount for canister tube and inner wall extension portion	10/29/96	Flow Dry Technology Ltd
5,540,348	Desiccant container having curved cap member	7/30/96	Flow Dry Technology Ltd
5,529,203	Desiccant container having cap retaining nib segments	6/25/96	Flow Dry Technology Ltd
5,522,204	Desiccant container	6/4/96	Flow Dry Technology Ltd
5,022,902	Adsorbent package that is resistant to high temperature	6/11/91	Flow Dry Technology Ltd
6,616,737	Desiccant Cartridge Retention Device	9/9/03	Flow Dry Technology Ltd
6,623,549	Dye Wafer Retention In A Desiccant Container	9/23/03	Flow Dry Technology Ltd
6,692,556	Desiccant Cartridge With Elongated Center Tube	2/17/04	Flow Dry Technology Ltd

Copyrights

Reg. No.	Title	Issued Date	Owner
TXu-607-607	Autogauger program	11/15/93	Stanhope Products Company LLC