

02-17-2004



ET

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

To the Honorable Commissioner of

102669510

shaded original documents or copy thereof.

1. Name of conveying party(ies):

TINNERMAN PALNUT ENGINEERED PRODUCTS, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **DE**
☐ 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: 02/06/2004

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS AGENT

Internal

Address: SUITE 6400

Street Address: 311 SOUTH WACKER DRIVE

City: CHICAGO State: IL Zip: 60606

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State **DE**
☐ 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) n.a.B. Trademark Registration No.(s) See attached.Additional number(s) attached ☒ Yes ☐ No

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

Name: Penelope S. Johnson

Internal Address: Katten Muchin Zavis Rosenman

Suite 1600

Street Address: 525 WEST MONROE STREET

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

02/12/2004

Date

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

TRADEMARK

REEL: 002914 FRAME: 0468

02/11/2004 LMEILLER 40000036 002914

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02 FEB 200444.00 00
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U.S. TRADEMARK REGISTRATIONS

Holder	Mark	Reg. No./Serial No.	Reg. Date/Filing Date
Tinnerman Palnut Engineered Products, LLC	ON-SERT	882,005	12/9/69
	PAL	340,210	11/3/36
	PALNUT	556,075	3/11/52
	PUSHNUT	617,710	12/20/55
	SPEED NUT	517,759	11/22/49
	SPEED NUTS & DESIGN	352,168	11/23/37
	SPOON NUT	2,073,414	6/24/97
	T	927,128	1/18/72
	TINNERMAN	918,766	8/24/71

FOREIGN TRADEMARK REGISTRATIONS

Holder	Mark	Reg. No./Serial No.	Reg. Date/Filing Date	Country
Tinnerman Palnut Engineered Products, LLC	ON-SERT	1,396,393	3/8/70	France
		1,064,188	6/10/76	UK
	PAL	156,512	4/26/68	Canada
		96653369	5/16/97	France
		1,056,305	12/12/75	UK
	PALNUT	A32136	12/6/63	Australia
		006049	2/16/71	Benelux
		002553287	1/22/81	Brazil
		1,337,160	1/13/61	France
		1,364,519	5/11/76	France
		1,020,657	6/24/81	Germany
		816,908	7/9/68	Italy
		413,224	8/18/61	Italy
		2,706,401	4/28/95	Japan
		283,205	1/4/83	Mexico
		371,521		UK
		2157554	7/17/98	UK
	PALNUT IN KATAKANA	2,706,400	4/28/95	Japan
	PUSHNUT	125,904	3/30/62	Canada
	TINNERMAN	128,350	2/12/65	Mexico

TRADEMARK SECURITY AGREEMENT

Dated: February 6, 2004

WHEREAS, TINNERMAN PALNUT ENGINEERED PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Capital Corporation, as agent ("Agent") for the benefit of Agent and the lenders (the "Lenders"), and the Lenders from time to time parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill

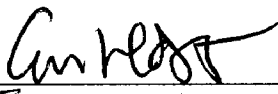
associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

**TINNERMAN PALNUT ENGINEERED
PRODUCTS, LLC**, a Delaware limited liability
company

By: 
Name: EVAN D. WILDSTEIN
Title: VICE PRESIDENT AND SECRETARY

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____
Name: _____
Title: _____ Director

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first above written.

**TINNERMAN PALNUT ENGINEERED
PRODUCTS, LLC**, a Delaware limited liability
company


By: _____

Name: _____

Title: _____

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 

Name: CHESTER ZARA

Title: Director

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

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