

<div>Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)</div> <div>Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼</div>		<div>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
<div>1. Name of conveying party(ies): Glass Equipment Development, Inc.</div> <div><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Ohio <input type="checkbox"/> Other _____</div> <div>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: <u>Antares Capital Corporation, as agent</u> Internal Address: <u>Suite 4400</u> Street Address: <u>311 South Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u></div> <div><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</div> <div>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>		
<div>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Amended & Restated Trademark</u> Execution Date: <u>9/24/04</u> Security Agreement</div>					
<div>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____</div>			<div>B. Trademark Registration No.(s) _____ _____</div>		
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></div>			<div>6. Total number of applications and registrations involved: <u>18</u></div> <div>7. Total fee (37 CFR 3.41).....\$ <u>465.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</div> <div>8. Deposit account number: <u>232428</u></div>		
DO NOT USE THIS SPACE					
<div>9. Signature. <u>Laura Konrath</u> <u>Laura Konrath</u> <u>9/29/04</u> Name of Person Signing Signature Date</div> <div>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></div>					

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

CH \$465.00 232428 76242163

Exhibit 3

Continuation Item 4

GED Current Trademark Status
As of 08-12-2004

FILE NO.	TITLE	STATUS	SER. NO.	FILING DATE	REG. NO.
United States:					
10-163	LINEAR U & DES (CL 7)	I	559461	9/23/1985	1402891
10-164	LINEAR SKIP & DESIGN (CL 7)	I	559458	9/23/1985	1403785
13-713	WIN SYSTEM 1 (CL 9)	I	74/693244	6/22/1995	1981035
13-714	WIN IG (CL 9)	I	74/693245	6/22/1995	1976701
13-884	GED (CL 7)	I	75/027028	12/4/1995	2008673
14-332	GEDUSA (CL 35)	I	75/242154	2/14/1997	2206474
14-335	WIN CUT (CL 9)	X	75/242153	2/14/1997	
14-334	WINFRAME	I	75/338463	8/11/1997	2252590
14-350	WINGRID (CL 9)	I	75/378251	10/23/1997	2268322
14-570	VALUE RENT	I	75/391083	11/17/1997	2238444
14-349	WINDELETE (CL 9)	I	75/415247	1/8/1998	2255150
14-571	INTERGRID (CL 9)	I	75/431272	2/9/1998	2238727
14-333	ACE (CL 42)	I	75/790620	9/2/1999	2497592
15-211	QCC (CL 42)	I	75/799933	9/16/1999	2372891
15-754	REMAKE NOW	I	76/203588	1/30/2001	2863983
15-874ITU	WINTRIM	I	76/230299	3/26/2001	2675548
16-032ITU	LEANNET	I	76/319698	10/1/2001	2757073
15-682	GED IG SYSTEMS LOGO	W		- -	
8-866	G & DESIGN (CL 7)	I	73/325673	- -	1206978

18

Foreign:

10-163CA	LINEAR U & DES.	X	558677	3/7/1986	
10-164CA	LINEAR SKIP & DES.	X	558679	3/7/1986	
14-333CA	INTERGRID	I	883988	7/10/1998	545592
13-713CA	GED	I	884968	7/20/1998	521285
13-714CA	WIN IG	I	890352	9/10/1998	538370
14-332CA	WIN SYSTEM 1	I	892211	10/2/1998	536922
14-335CA	GEDUSA	I	892785	10/7/1998	519853
14-334CA	WINFRAME	I	896060	11/10/1998	528242
14-350CA	WIN CUT	I	898692	12/7/1998	530290
14-570CA	WINDELETE	I	1002488	1/19/1999	532237
14-333CA	WINGRID	I	1004390	2/5/1999	535924
14-570CA	VALUE RENT	X	1007915	3/9/1999	
15-211CA	QCC & DESIGN	I	1040607	12/20/1999	552515
15-874CA	WINTRIM	P	1117410	10/3/2001	
16-032CA	LEAN NET	P	1132680	3/1/2002	
14-033CA	ACE	X	1040608	- -	

Filing Code

xx-xxxITU
Canadian Filing
Intent To Use

Status Code

I Issued
X Abandoned
P Pending
W Withdrawn and not filed

0216

Execution Version

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 24, 2004, is between Glass Equipment Development, Inc., an Ohio corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation (the "Secured Party"), as administrative agent for the benefit of the "Lenders" (as such term is hereinafter defined), First Lien Collateral Agent on behalf of itself and the other First Lien Secured Parties, and as Second Lien Collateral Agent on behalf of itself and the other Second Lien Secured Parties (each as defined in the hereinafter defined Security Agreement).

WITNESSETH:

WHEREAS, Debtor has entered into that certain Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein ("Lenders"), pursuant to which Debtor has granted to Secured Party a security interest in substantially all the assets of Debtor, including all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Debtor's Trademarks, and all products and proceeds thereof, to secure the payment Liabilities;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement;

WHEREAS, Debtor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant to Secured Party a continuing security interest in all of Debtor'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, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, 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 Debtor against third parties for past, present or future (a) infringement of

any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

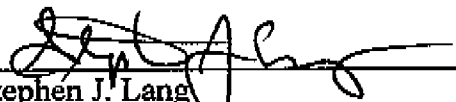
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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.

This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of June 2, 2000 (the "Prior Trademark Security Agreement") by and between the Secured Party and the Debtor and, upon effectiveness of this Agreement, the terms and provisions of the Prior Trademark Security Agreement shall be superseded hereby. Upon the effectiveness of this Agreement, each reference to the Prior Trademark Security Agreement in any other document, instrument or agreement executed and/or delivered in connection herewith shall mean and be a reference to this Agreement. It is expressly understood and agreed by each of the parties hereto that all security interests and liens granted by the Debtor under the Prior Trademark Security Agreement are not terminated but shall continue and remain in full force and effect subject to all the terms and provisions hereof.

[signature page follows]

IN WITNESS WHEREOF, Debtor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 24th day of September, 2004.

GLASS EQUIPMENT DEVELOPMENT,
INC.

By: 
Name: Stephen J. Lang
Title: Chief Financial Officer, Treasurer
and Assistant Secretary

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Secured Party

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

State of Ohio)
County of Summit) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Glass Equipment Development, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}


Notary Public

McKINLEY HOBART BAUER III
Attorney at Law
Notary Public - State of Ohio
My commission expires to expiration
date: December 31, 2010.

IN WITNESS WHEREOF, Debtor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 24th day of September, 2004.

GLASS EQUIPMENT DEVELOPMENT,
INC.

By: _____
Name: Stephen J. Lang
Title: Chief Financial Officer, Treasurer
and Assistant Secretary

Acknowledged:

ANTARES CAPITAL CORPORATION,
as Secured Party

By: 
Name: _____
Title: **Michael P. King**
Director

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Glass Equipment Development, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Notary Public

Exhibit 3

GED Current Trademark Status
As of 08-12-2004

FILE NO.	TITLE	STATUS	SER. NO.	FILING DATE	REG. NO.
United States:					
10-163	LINEAR U & DES (CL 7)	I	559461	9/23/1985	1402891
10-164	LINEAR SKIP & DESIGN (CL 7)	I	559458	9/23/1985	1403785
13-713	WIN SYSTEM 1 (CL 9)	I	74/693244	6/22/1995	1981035
13-714	WIN IG (CL 9)	I	74/693245	6/22/1995	1976701
13-884	GED (CL 7)	I	75/027028	12/4/1995	2008673
14-332	GEDUSA (CL 35)	I	75/242154	2/14/1997	2206474
14-335	WIN CUT (CL 9)	X	75/242153	2/14/1997	
14-334	WINFRAME	I	75/338463	8/11/1997	2252590
14-350	WINGRID (CL 9)	I	75/378251	10/23/1997	2268322
14-570	VALUE RENT	I	75/391083	11/17/1997	2238444
14-349	WINDELETE (CL 9)	I	75/415247	1/8/1998	2255150
14-571	INTERGRID (CL 9)	I	75/431272	2/9/1998	2238727
14-333	ACE (CL 42)	I	75/790620	9/2/1999	2497592
15-211	QCC (CL 42)	I	75/799933	9/16/1999	2372891
15-754	REMAKE NOW	I	76/203588	1/30/2001	2863983
15-874ITU	WINTRIM	I	76/230299	3/26/2001	2675548
16-032ITU	LEANNET	I	76/319698	10/1/2001	2757073
15-682	GED IG SYSTEMS LOGO	W		- -	
8-866	G & DESIGN (CL 7)	I	73/325673	- -	1206978

Foreign:

10-163CA	LINEAR U & DES.	X	558677	3/7/1986	
10-164CA	LINEAR SKIP & DES.	X	558679	3/7/1986	
14-571CA	INTERGRID	I	883988	7/10/1998	545592
13-884CA	GED	I	884968	7/20/1998	521285
13-714CA	WIN IG	I	890352	9/10/1998	538370
13-713CA	WIN SYSTEM 1	I	892211	10/2/1998	536922
14-332CA	GEDUSA	I	892785	10/7/1998	519853
14-334CA	WINFRAME	I	896060	11/10/1998	528242
14-335CA	WIN CUT	I	898692	12/7/1998	530290
14-349CA	WINDELETE	I	1002488	1/19/1999	532237
14-350CA	WINGRID	I	1004390	2/5/1999	535924
14-570CA	VALUE RENT	X	1007915	3/9/1999	
15-211CA	QCC & DESIGN	I	1040607	12/20/1999	552515
15-874CA	WINTRIM	P	1117410	10/3/2001	
16-032CA	LEAN NET	P	1132680	3/1/2002	
14-333CA	ACE	X	1040608	- -	

Filing Code

xx-xxxCA
Canadian Filing
xx-xxxITU
Intent To Use

Status Code

I	Issued
X	Abandoned
P	Pending
W	Withdrawn and not filed

18