

FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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):
STOLLE MACHINERY COMPANY, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State:
 Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: GMAC COMMERCIAL FINANCE LLC, as Agent

Internal Address: _____

Street Address: 1290 Avenue of the Americas, 3rd fl.

City: New York State: NY ZIP: 10104

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other limited liability company

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 conveyances:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 4, 2004

4. Application Number(s) or registration number(s):
A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

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

Name: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215⁰⁰


Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-3155

(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

Francella H. Ashby  November 9, 2004
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 6

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

OH \$215.00 603155 76504933

**Schedule A
Trademarks and Trademark Applications**

Schedule A to a Trademark Assignment of Security dated November 4, 2004, by and between Stolle Machinery Company, LLC and GMAC Commercial Finance LLC, as Agent.

Application No	Registration No	Registered/Filed	Trademark
	1267709	21-Feb-1984	CMC
	1267708	21-Feb-1984	CMP
	1966703	09-Apr-1996	FORMATEC
	0912948	08-Jun-1971	STANDUN
76/504933		07-Apr-2003	COOLPACK
76/504932		07-Apr-2003	COOLPUNCH
76/543902		29-Aug-2003	STRETCH MACHINE
76/540735		14-Aug-2003	TURBOFLOW ROLLER

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS Stolle Machinery Company, LLC, a limited liability company formed under the laws of Delaware, located at 6949 S. Potomac Street, Englewood, Colorado ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated January 9, 2004, made by Borrower in favor of Agent as amended on the date hereof (as so amended, and as each may be further amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

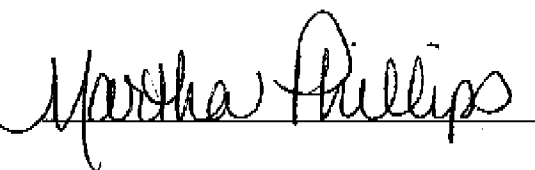
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: November 4, 2004

Witness:

STOLLE MACHINERY COMPANY, LLC
By: AIP/SMC Holdings, Inc., its Managing Member



By: 
Name: Dina Cusumano
Its: Secretary

Witness:

GMAC COMMERCIAL FINANCE, as Agent

By: _____
Name: Steven W. Dempsey
Its: Director

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS Stolle Machinery Company, LLC, a limited liability company formed under the laws of Delaware, located at 6949 S. Potomac Street, Englewood, Colorado ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC Commercial Finance LLC ("GMAC CF") and various other financial institutions (collectively, "Lenders") and GMAC CF as agent for Lenders ("Agent") pursuant to (i) a certain Amended and Restated Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated January 9, 2004, made by Borrower in favor of Agent as amended on the date hereof (as so amended, and as each may be further amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: November 4, 2004

Witness:

STOLLE MACHINERY COMPANY, LLC
By: AIP/SMC Holdings, Inc., its Managing Member

By: _____
Name:
Its:

Witness:

GMAC COMMERCIAL FINANCE, as Agent

By: Steven W. Dempsey
Name: Steven W. Dempsey
Its: Director

[Signature]

STATE OF New York)
COUNTY OF New York) : ss.:

On the 4th day of November, 2004, before me personally came Nino Cusumano to me known, who being by me duly sworn, did depose and say that s/he is the Secretary of AIP/SMC Holdings, Inc., the Managing Member of Stolle Machinery Company, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

Steven M. Green
Notary Public

STEVEN M. GREEN
Notary Public, State of New York
No. 0168033289
Qualified in Kings County
Certificate Filed in New York County
Commission Expires November 15, 2008

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

On this ____ day of November, 2004, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

Notary Public

STATE OF _____)
 : ss.:
COUNTY OF _____)

On the ____ day of November, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose and say that s/he is the _____ of AJP/SMC Holdings, Inc., the Managing Member of Stolle Machinery Company, LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto.

Notary Public

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

On this 9th day of November, 2004, before me personally came Steven W. Dempsey to me known, who, being by me duly sworn, did depose and say that s/he is the Director of GMAC Commercial Finance LLC, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

ANNETTE LUSARDI
Notary Public, State of New York
No. 011U5077646
Qualified in Suffolk County
Commission Expires May 12, 2007

Annette Lusardi
Notary Public