

SCHEDULE 1A
TRADEMARK SECURITY AGREEMENT

Page 1 of 1

TRADEMARK LICENSES

Owner Uniloy Milacron USA Inc. (UMU)

| Country | Trademark | Registration No. | Registration Date | Application No. | Date Filed | Owner |
|--------------------------|-----------------------|------------------|-------------------|-----------------|------------|-------|
| Brazil | AUTOJECTORS | | | 819991945 | 7/28/1997 | UMU |
| Canada | AUTOJECTORS | 514493 | 8/16/1997 | 849954 | 7/7/1997 | UMU |
| Canada | AUTOJECTORS | 510745 | 4/13/1999 | 809257 | 9/4/1996 | UMU |
| Germany | AUTOJECTORS | 39732196.1 | 6/22/1998 | 39732196.1 | 7/10/1997 | UMU |
| India | AUTOJECTORS | | | | 7/8/1997 | UMU |
| Mexico | AUTOJECTORS | 558984 | 9/25/1997 | 302940 | 7/31/1997 | UMU |
| United States of America | ACS (CL) | | | | | UMU |
| United States of America | AJ (CL) | | | | | UMU |
| United States of America | ALLIANCE | 2250287 | 6/1/1999 | 75/308404 | 6/13/1997 | UMU |
| United States of America | APEX (CL) | | | | | UMU |
| United States of America | ATLAS (CL) | | | | | UMU |
| United States of America | AUTOBLOW | 1318925 | 2/12/1985 | 73/446620 | 10/5/1983 | UMU |
| United States of America | AUTOJECTORS | 2104613 | 10/14/1997 | 75/003199 | 10/10/1995 | UMU |
| United States of America | AUTOJECTORS | 2172497 | 7/14/1998 | 75/233729 | 1/30/1997 | UMU |
| United States of America | BA SERIES (CL) | | | | | UMU |
| United States of America | CYCLONE (CL) | | | | | UMU |
| United States of America | ECLIPSE (CL) | | | | | UMU |
| United States of America | ELEKTRA | 1912253 | 8/15/1995 | 501735 | 3/18/1994 | UMU |
| United States of America | EVOLUTION | 2559906 | 4/9/2002 | 75/940796 | 3/9/2000 | UMU |
| United States of America | EXTRUSIONTEK MILACRON | | | 75/883769 | 12/28/1999 | UMU |
| United States of America | HC SERIES (CL) | | | | | UMU |
| United States of America | IMACS (CL) | | | | | UMU |
| United States of America | MAGNA | 2075199 | 7/1/1997 | 75/044405 | 1/16/1996 | UMU |
| United States of America | MASTERCRIMP (CL) | | | | | UMU |
| United States of America | MAXIMA (CL) | | | | | UMU |
| United States of America | MELTSTAR (CL) | | | | | UMU |
| United States of America | MOBIUS DESIGN | 1497424 | 7/26/1988 | 641035 | 1/23/1987 | UMU |
| United States of America | PAK | 1824101 | 3/1/1994 | 74/335045 | 11/27/1992 | UMU |
| United States of America | PINNACLE (CL) | | | | | UMU |
| United States of America | POWERLINE (CL) | | | | | UMU |
| United States of America | POWERMELT | 2789384 | 12/2/2003 | 76/322708 | 10/9/2001 | UMU |
| United States of America | PROWLER | 2215353 | 12/29/1998 | 75/286226 | 5/5/1997 | UMU |
| United States of America | RHB | 1399203 | 7/1/1986 | 557945 | 9/12/1985 | UMU |
| United States of America | RHB SYSTEM 2000 | 1426264 | 1/27/1987 | 557944 | 9/12/1985 | UMU |
| United States of America | SENTRY | 2308942 | 1/18/2000 | 75/566955 | 10/8/1998 | UMU |
| United States of America | SERVTEK | 2488519 | 9/11/2001 | 75/704313 | 5/13/1999 | UMU |
| United States of America | SPECTRA (CL) | | | | | UMU |
| United States of America | SPLIT SCREENS (CL) | | | | | UMU |
| United States of America | THERMAWAV | 1317645 | 2/5/1985 | 444029 | 9/16/1984 | UMU |
| United States of America | TIMBER-EX | | | 76/417643 | 6/3/2002 | UMU |
| United States of America | TRACKER (CL) | | | | | UMU |
| United States of America | TV SERIES (CL) | | | | | UMU |
| United States of America | VECTOR | 1939024 | 11/28/1995 | 74/499854 | 3/4/1994 | UMU |
| United States of America | VERTEX | 2605509 | 8/6/2002 | 76/036347 | 4/28/2000 | UMU |
| United States of America | VISTA (CL) | | | | | UMU |
| United States of America | VISTAGUARD (CL) | | | | | UMU |
| United States of America | WOLFPACK | 2472740 | 7/31/2001 | 75/660951 | 3/15/1999 | UMU |

IP SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT

TRADEMARKS

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated June 10, 2004, is made by Uniloy Milacron U.S.A. Inc., a Michigan corporation, located at 10495 Highway M52, Manchester, MI 48158 (the "Assignor") in favor of U.S. Bank National Association, a national banking association, located at 425 Walnut Street, Cincinnati, Ohio 45202, as Collateral Agent (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1A hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated June 10, 2004, among Assignor and the other grantors signatory thereto, and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");


WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignor, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Obligations, Assignor hereby pledges and assigns to the Assignee, and grants to the Assignee, for the benefit of the Agents and the Lenders, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

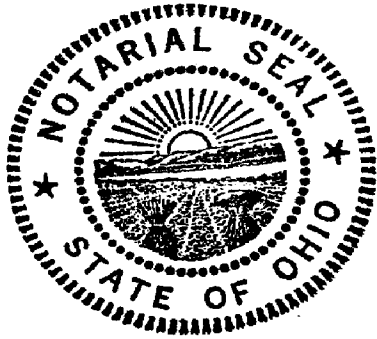
UNILOY MILACRON U.S.A. INC.,

By: 
Name: R. P. Lienesch
Title: Treasurer

SS.:

COUNTY OF HAMILTON

On this 8th day of June, 2004, before me personally came R. P. Lienesch to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Treasurer of Uniloy Milacron U.S.A. Inc., a Michigan corporation, and that he executed the foregoing instrument in the firm name of Uniloy Milacron U.S.A. Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



M. Michelle Bevan

P. MICHELLE BEVAN, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.

SCHEDULE 1A TO TRADEMARK SECURITY AGREEMENT

(Please see attached)

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| United States of America | CYCLONE (CL) | | | | | UMU |
| United States of America | ECLIPSE (CL) | | | | | UMU |
| United States of America | ELEKTRA | 1912253 | 8/15/1995 | 501735 | 3/18/1994 | UMU |
| United States of America | EVOLUTION | 2559906 | 4/9/2002 | 75/940796 | 3/9/2000 | UMU |
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| United States of America | MAGNA | 2075199 | 7/1/1997 | 75/044405 | 1/16/1996 | UMU |
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| United States of America | MAXIMA (CL) | | | | | UMU |
| United States of America | MELTSTAR (CL) | | | | | UMU |
| United States of America | MOBIUS DESIGN | 1497424 | 7/26/1988 | 641035 | 1/23/1987 | UMU |
| United States of America | PAK | 1824101 | 3/1/1994 | 74/335045 | 11/27/1992 | UMU |
| United States of America | PINNACLE (CL) | | | | | UMU |
| United States of America | POWERLINE (CL) | | | | | UMU |
| United States of America | POWERMELT | 2789384 | 12/2/2003 | 76/322708 | 10/9/2001 | UMU |
| United States of America | PROWLER | 2215353 | 12/29/1998 | 75/286226 | 5/5/1997 | UMU |
| United States of America | RHB | 1399203 | 7/1/1986 | 557945 | 9/12/1985 | UMU |
| United States of America | RHB SYSTEM 2000 | 1426264 | 1/27/1987 | 557944 | 9/12/1985 | UMU |
| United States of America | SENTRY | 2308942 | 1/18/2000 | 75/566955 | 10/8/1998 | UMU |
| United States of America | SERVTEK | 2488519 | 9/11/2001 | 75/704313 | 5/13/1999 | UMU |
| United States of America | SPECTRA (CL) | | | | | UMU |
| United States of America | SPLIT SCREENS (CL) | | | | | UMU |
| United States of America | THERMAWAV | 1317645 | 2/5/1985 | 444029 | 9/16/1984 | UMU |
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| United States of America | WOLFPACK | 2472740 | 7/31/2001 | 75/660951 | 3/15/1999 | UMU |

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RECORDED: 06/25/2004

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REEL: 002998 FRAME: 0318