

MRD 2/3/2005

02-04-2005

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RE



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

102837059

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

The Elco Corporation 1000 Belt Line Street Cleveland, OH 44109

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 01/28/2005

2. Name and address of receiving party(ies)

Name: Standard Federal Bank, N. A.

Internal

Address:

Street Address: 2600 West Big Beaver Road

City: Troy State: MI Zip: 48084

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 349996, 341554, 432420, 430563, 430561, 416305

Additional number(s) attached Yes No

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

Name: Christina McClure

Internal Address:

02/04/2005 GTDN11 00000057 349996

01 FC:8523 120.00 OP

Street Address: Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41) \$ 140

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Christina McClure

Name of Person Signing

Christina McClure

Signature

January 2, 2005

Date

Total number of pages including cover sheet, attachments, and document: 5

02/04/2005 ECOOPER 00000214 349996

01 FC:8521

40.00 OP

02 FC:8522

100.00 OP

02/04/2005 ECOOPER 00000225 349996

01 FC:8522

25.00 OP

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

TRADEMARK REEL: 003023 FRAME: 0204

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2005, by THE ELCO CORPORATION, an Ohio corporation ("Grantor"), in favor of STANDARD FEDERAL BANK, N.A., a national banking association ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor, the Persons named therein as other Borrowers and Loan Parties, and the Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to extend loans and other financial accommodations for the benefit of Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender, for itself, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1 DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1 thereto to the Loan Agreement.

2 GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):


- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing.

3 LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

THE ELCO CORPORATION, as Grantor

By: 
Name: Robert M. Currie
Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: _____
Name: _____
Title: _____

*[Signature Page to
the Elco Trademark Security Agreement]*

CHV726578

**TRADEMARK
REEL: 003023 FRAME: 0206**

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

THE ELCO CORPORATION, as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

STANDARD FEDERAL BANK, N.A.,
as Lender

By: Allison Fordall

Name: Allison Fordall

Title: AUP

*[Signature Page to
the Elco Trademark Security Agreement]*

CHV726578

TRADEMARK
REEL: 003023 FRAME: 0207

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Status in Patent Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Elco	Registered	349996	9/14/1937
Elco	Registered in Canada	UCA 11724 (Canada)	4/19/1937
Elco	Registered in Mexico	48311 (Mexico)	11/13/1944
Elco	Registered in Spain	157240 (Spain)	2/11/1946
Elco	Registered in Switzerland	341554	6/16/1965
SCL	Registered	432420	9/2/1947
SCL (Stylized)	Registered	430563	6/17/1947
SCL Sulfo-Chloro-Lead (and Design)	Registered	430561	6/17/1947
SCL (Stylized)	Registered	416305	9/4/1945

TRADEMARK APPLICATIONS – None

TRADEMARK LICENSES – None

Sch.I-1

CH726578.1

RECORDED: 02/03/2005

TRADEMARK
REEL: 003023 FRAME: 0208