

FORM PTO-1594 (modified)
(Rev 03/01)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):
Superior Tool Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - DE
 Other _____

Additional conveying party(ies)

2. Name and address of receiving party(ies):
**Roynat Business Capital, Inc.
181 W. Madison St.
Suite 3700
Chicago, IL 60602**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: December 30, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,581,111	2,469,641	2,739,928
2,038,372	2,535,596	

Additional number(s) attached Yes No

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

Name: **Matthew E. Martin**
 Internal Address: **FOLEY & LARDNER LLP**
 Street Address: **321 N. Clark St**
Suite 2800 -- (044451-0104)
 City: **Chicago** State: **Illinois** Zip: **60610**

6. Total number of applications and registrations involved: **5**


7. Total fee (37 C.F.R. § 3.41): **FEE --\$140.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1450

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.

Matthew E. Martin  **Feb 7, 2005**

Name of person signing Signature Date

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

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of January 3, 2005, by and between SUPERIOR TOOL CORPORATION, a Delaware corporation (the "Corporation"), and ROYNAT BUSINESS CAPITAL, INC., a Delaware corporation (the "Lender").

RECITALS

A. Pursuant to that certain Credit Agreement, dated as of December 30, 2004 (the "Credit Agreement"), between the Corporation and Lender, the Lender extended credit facilities to the Corporation in the form of a term loan in the principal amount of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00). All capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. As a condition to the Lender entering into the Credit Agreement and advancing the loan contemplated by the Credit Agreement, this Agreement is required to be executed and delivered to Lender by the Corporation.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

Section 1. Grant of Security Interest. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, the Corporation hereby grants to Lender a security interest in, with power of sale to the extent permitted by applicable law, all of the Corporation's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all trademark and service mark renewals, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Corporation's business symbolized by the foregoing and connected therewith, and (v) all of the Corporation's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

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(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Corporation is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Corporation and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

Section 2. Warranties and Representations. The Corporation covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of the Corporation's knowledge, each of the Trademarks is valid and enforceable;

(c) Except as set forth on Schedule 5.6 of the Credit Agreement, no claim has been made that the use of any of the Trademarks or Licenses does or may violate the rights of any third person;

(d) The Corporation is the sole and exclusive owner of the entire and unencumbered rights, title, and interest in and to each of the Trademarks and Licenses, free and clear of any liens, charges, and encumbrances, including without limitation pledges, assignments, licenses, registered-user agreements, and covenants by the Corporation not to sue third persons, except as may be set forth on Schedule 5.6 of the Credit Agreement;

(e) The Corporation has the unqualified right to enter into this Agreement and perform its terms;

(f) The Corporation has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and

(g) The Corporation has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks. The Lender reserves the right to periodically inspect the quality of products sold under the Trademarks to ensure that consistent quality standards are being maintained.

Section 3. Right to Inspect. The Corporation hereby grants to Lender and its employees and agents the rights to visit the Corporation's plants and facilities that manufacture, inspect, or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

Corporation shall do any and all acts required by Lender to ensure the Corporation's compliance with Section 2(g).

Section 4. Restrictions on Future Agreements. The Corporation agrees that, until all the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) that is inconsistent with the Corporation's obligations under this Agreement, without Lender's prior written consent.

Section 5. New Trademarks. The Corporation represents and warrants that, based on a diligent investigation by the Corporation, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks now owned by the Corporation. If, before the Obligations shall have been satisfied in full, the Corporation shall obtain rights to any new Trademarks or Licenses, the provisions of Section 1 shall automatically apply thereto and the Corporation shall give to Lender prompt notice thereof in writing. The Corporation authorizes Lender to modify this Agreement by amending Schedule A to include any future Trademarks and Schedule B to include any future Licenses, in each case covered by Sections 1 and 5 hereof.

Section 6. Attorney-In-Fact. The Corporation hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as the Corporation's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in the Corporation's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Lender of notice to the Corporation of Lender's intention to enforce its rights and claims against the Corporation, to (i) endorse the Corporation's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interest. The Corporation hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. The Corporation acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement, the Note or the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (the "Code"), to the extent permitted by applicable law, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under Section 9-613 or Section 9-620 of the Code with respect to the

Trademarks and Licenses, the Corporation agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Credit Agreement, any of the other Loan Documents or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any other Loan Document.

The Corporation agrees that upon occurrence of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to the Corporation.

Section 7. Release of Security Interest. At such time as the Corporation shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to the Corporation all deeds, assignments, and other instruments as may be necessary or proper to revest in the Corporation full title to the Trademarks, subject to any disposition thereof that may have been made by Lender pursuant hereto.

Section 8. Expenses. Any and all fees, costs, and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, costs of discharging encumbrances or otherwise protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Corporation on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Default Rate prescribed in the Credit Agreement.

Section 9. Duties of Corporation. The Corporation shall have the duty diligently (as may be commercially reasonable), through counsel acceptable to Lender, to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registerable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by the Corporation. The Corporation shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

Section 10. Lender's Right to Sue. The Corporation shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any

opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Corporation shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs, and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this Section 10.

Section 11. Lender's Right to Act. If the Corporation fails to comply with any of its obligations hereunder, Lender may do so in the Corporation's name or in Lender's name, but at the Corporation's expense, and the Corporation hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending, and maintaining the Trademarks.

Section 12. Waivers. No course of dealing between the Corporation and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power, or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

Section 13. Cumulative Remedies. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

Section 14. Notices. Any notices required or permitted to be sent hereunder shall be delivered personally or mailed, certified mail, return receipt requested and postage prepaid, or delivered by commercial overnight courier service, with charges prepaid, to the following addresses, or such other address as any party hereto designates by written notice, and shall be deemed to have been given upon delivery, if delivered personally, three days after mailing, if mailed, or one business day after delivery to the courier, if delivered by overnight courier service:

If to the Corporation, to:

Attention: _____

with a copy to:

Schiff Hardin LLP
6600 Sears Tower
Chicago, Illinois 60606
Attention: Nancy L. Kasko
Fax: (312) 258-5600

If to the Lender, to:

Royat Business Capital, Inc.
181 West Madison Street
Suite 3700
Chicago, Illinois 60602
Attention: Wayne DeClerq
Fax: (312) 201-4063

with a copy to:

Foley & Lardner LLP
321 North Clark Street
Suite 2800
Chicago, Illinois 60610
Attention: Van E. Holkeboer
Fax: (312) 832-4700

Any party may change the address to which notices to it are to be sent by written notice given to the other parties hereto.

Section 15. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

Section 16. Modification. Except as provided in Section 5, none of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by the party to be bound thereby.

Section 17. Binding Agreement; Successors and Assigns. This Agreement shall (a) remain in full force and effect until payment and satisfaction in full of all Obligations; (b) be binding upon the Corporation and its successors and assigns; and (c) inure to the benefit of the Lender and its successors and assigns. This Agreement and the rights with respect to the Trademarks and Licenses may be assigned and transferred by the Lender at any time, and the assignee shall thereupon have such rights, remedies, powers and duties with respect hereto and thereto as the Lender had prior to such assignment and transfer, and the Lender shall thereupon be relieved and discharged of any responsibility with respect to this Agreement and the Trademarks and Licenses.

Section 18. Governing Law; Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed in the State of Illinois and in accordance with applicable federal law and shall be construed without regard to any presumption or other rule requiring the construction of an agreement against the party causing it to be drafted.


Section 19. Entire Agreement. This Agreement, together with the Credit Agreement, the Notes and the other Loan Documents constitutes the entire agreement and understanding among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.

Section 20. Further Assurances. The Corporation agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purposes of this Agreement.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SUPERIOR TOOL CORPORATION

By: 
Name: Erik E. Mauser
Title: Chairman & President

ATTEST:

By: 

**ACCEPTED AND AGREED TO AS
LENDER, AS OF THE DAY AND YEAR
FIRST ABOVE WRITTEN.**

ROYNAT BUSINESS CAPITAL, INC.

By: _____
Name: _____
Title: _____

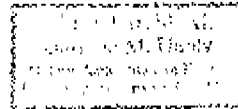
Trademark Security Agreement

STATE OF Illinois)
)
COUNTY OF Cook)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 30th day of December, 2004, personally appeared before me Paul E. Munn, the Chairman and President, of Superior Tool Corporation to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Chairman and President of said corporation and that he has signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Paul E. Munn
Notary Public
My commission expires: _____



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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

SUPERIOR TOOL CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

**ACCEPTED AND AGREED TO AS
LENDER, AS OF THE DAY AND YEAR
FIRST ABOVE WRITTEN.**

ROYNAT BUSINESS CAPITAL, INC.

By: *Wayne DeClercq*

Name: Wayne DeClercq

Title: MAN. DIR.

Trademark Security Agreement

STATE OF _____)
)
COUNTY OF _____)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 3rd day of January, 2005, personally appeared before me Wayne DeClerq, the _____ of Roynar Business Capital, Inc. to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the _____ and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Notary Public
My commission expires: _____

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SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

1. Registered Trademarks
 - (a) Superior Tool logo ~ 1,581,111
 - (b) Bayonet logo ~ 2,469,641
 - (c) DrainStick Reg. No. 2,739,928
 - (d) DrainStick (Canadian Registration No. 1,159,469)

2. Unregistered Trademarks
 - (a) ST-1200, ST-1500, ST-2000 (all Tubing Cutters)
 - (b) 2for1 (fitting/tube brushes)
 - (c) Drip Stopper
 - (d) WaterShut Off Wrench
 - (e) Faucet Mitts
 - (f) TightSpot Wrenches
 - (g) Bleckman
 - (h) Super Ring
 - (i) Emergency Plumbing Repair Kit
 - (j) Sink Drain Wrench
 - (k) TubDrain Wrench
 - (l) Pro-Line
 - (m) Meter-Loc
 - (n) AnglePro
 - (o) MaxHelpers
 - (p) EZ Turn Plus

3. Service Marks
 - (a) No Barriers to Buy - 2038372
 - (b) Neighborhood Manufacturing - 2,535,596 (2/5/02)

**SCHEDULE B
TO TRADEMARK SECURITY AGREEMENT**

1. Stanley and Stanley Contractor brands License

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