

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): KAC Holdings, Inc., d/b/a Kcster, Inc. <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 Delaware <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: CIT Lending Services Corporation Internal: c/o CIT Group Inc., Address: Business Credit/Corporate Finance Group Street Address: 1 CIT Drive, 3rd Floor City: Livingston State: NJ Zip: 07039 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ 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
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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 Assignment for Security Execution Date: December 10, 2004	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/221005 B. Trademark Registration No.(s) 1118068 Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ _____ _____ Street: Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700 City: _____	6. Total number of applications and registrations involved: 32 7. Total fee (37 CFR 3.41): \$ 815.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-3155 (Attach duplicate copy of this page if paying by deposit account)
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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.		
Joyce Francis _____ Name of Person Signing	 _____ Signature	02/07/05 _____ Date
Total number of pages including cover sheet, attachments, and document: 3		

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

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Schedule 1

KAC HOLDINGS, INC.

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	REG. DATE	APPLICATION NUMBER	APPLICATION FILING DATE
44	U.S.	1118068	5/15/79	73/159665	2/23/78
AQUABOND	U.S.	1809894	12/7/93	74/151985	3/28/91
BIO-KLEEN	U.S.	1092043	5/30/78	73/146209	10/26/77
COPPER-NU	U.S.	1099935	8/22/78	73/146243	10/27/77
EASY PROFILE	U.S.	2343518	4/18/00	75727662	6/14/99
FLO-RITE	U.S.	1307642	12/4/84	73/443528	9/12/83
FLUX-PEN	U.S.	1695166	6/16/92	74/155700	4/10/91
HYDROMARK	U.S.	Pending		78/221005	3/3/03
KESTER	U.S.	502628	10/5/48	71/529270	7/23/47
KESTER	U.S.	1556536	9/19/89	73/771509	12/27/88
KESTER	U.S.	502470	9/28/48	71/529271	7/23/47
KESTER	U.S.	1557479	9/26/89	73/771508	12/27/88
KWIK-DRAW	U.S.	991986	8/27/74	72/436468	9/22/72
METAL MENDER	U.S.	513006	8/2/49	71/529272	7/23/47
NICKEL-NU	U.S.	1099118	8/15/78	73/146276	10/27/77
POCKET-PAK	U.S.	1271511	3/27/84	73/388192	9/23/82
PROTECTO	U.S.	1282879	6/26/84	73/388294	9/23/82
PUREMARK	U.S.	Pending		78/221011	3/3/03
SAFALLOY	U.S.	Pending		78/238397	4/16/03
SCALE-OFF	U.S.	1286648	7/24/84	73/388295	9/23/82
SE-CURE	U.S.	2173918	7/14/98	75/239216	2/10/97
SIL-STRONG	U.S.	1271510	3/27/84	73/388163	9/23/82
SOLDER-NU	U.S.	1099934	8/22/78	73/146242	10/27/77
SOLDER-SAVER	U.S.	1286649	7/24/84	73/388296	9/23/82
SOLDERFORMS	U.S.	720235	8/22/61	72/088326	12/31/59
THE SOLDER CONNECTION	U.S.	1590389	4/10/90	73/796064	4/27/89
ULTRA-SPHERES	U.S.	2408453	11/28/00	75/838442	11/2/99
ULTRAPURE	U.S.	1299263	10/9/84	73/393760	9/29/82
ULTRAPURE	U.S.	1021955	10/7/75	73/039668	12/16/74

TRADEMARK NAME	COUNTRY	REGISTRATION NUMBER	REG DATE	APPLICATION NUMBER	APPLICATION FILING DATE
KESTER CONNECTING INNOVATION & Device	U.S.			78/438318	6/21/04
LEAD FREE SOLUTIONS	U.S.			78/284602	8/7/03
LEAD FREE CONNECTIONS	U.S.			78/433316	6/10/04

TRADEMARK SECURITY AGREEMENT

WHEREAS, KAC Holdings, Inc., d/b/a Kester, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of December 10, 2004 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment and performance of the Secured Obligations;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment and performance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby 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.

Grantee's address is c/o CIT Group Inc., Business Credit/Corporate Finance Group, 1 CIT Drive, 3rd Floor, Livingston, New Jersey 07039.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 10 day of December, 2004.

KAC HOLDINGS, INC.

By: 
Name: Mark Holroyd
Title: VP & Secretary

Trademark Security Agreement Signature Page

STATE OF Illinois)
 : ss.:
COUNTY OF Cook)

On this 10 day of December, 2004, before me personally appeared Mark Holroyd, to me known, who, being by me duly sworn, did depose and say that he resides at 718 W. Melrose #4W Chicago, IL 60657 and that he is VP & Secretary of KAC Holdings, Inc., a Delaware corporation described in and which executed the foregoing instrument; and that he is authorized on behalf of KAC Holdings, Inc. to sign his name to the foregoing instrument.

Tara Peterson
Notary Public

