

09-07-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼

REC

T



102830230

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):

TORCA PRODUCTS, INC.

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒Corporation-State MI☐

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: 08/27/2004

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS FIRST LIEN COLLATERAL AGENT

Internal

Address: Suite 4400Street Address: 311 South Wacker DriveCity: Chicago State: IL Zip: 60606☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☒Corporation-State DE☐

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

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

A. Trademark Application No.(s) 76/366229;
78/391821B. Trademark Registration No.(s) 1347846Additional number(s) attached ☒ Yes ☐ No

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

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

16

7. Total fee (37 CFR 3.41).....\$ 415⁰⁰☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson

Name of Person Signing

Signature

09/01/2004

Date

Total number of pages including cover sheet, attachments, and document: 11Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 003043 FRAME: 0503

09/07/2004 LMUELLER 00000009 76366229
04 FC:8521
05 FC:8522
40-00 OP
375-00 OP

9/3/04

Recordation Form Cover Sheet – Trademarks

Page 2

Registration Nos. (Continued)

1360103
1477416
1374439
1151652
1157970
1468788
1636100
1639670
1642720
2524993
2549975
2745907
2776094

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004, is between **TORCA PRODUCTS, INC.**, a Michigan corporation (the "**Grantor**") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as First Lien Collateral Agent (as such term is defined in the Credit Agreement described below, the "**Grantee**") for the benefit of the First Lien Secured Parties (as such term is defined in the Credit Agreement described below).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, BIPC Corporation, a Delaware corporation ("**Borrower**") has entered into that certain Credit Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Borrower, Antares Capital Corporation, as Agent for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "**Lenders**"), as Sole Lead Arranger, as First Lien Collateral Agent, as Second Lien Collateral Agent and as a Lender, and the Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Subsidiary Security Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the First Lien Collateral Agent, Second Lien Collateral Agent and the other "**Debtors**" party thereto, Grantor has granted to Grantee for the benefit of the First Lien Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "**First Lien Liabilities**" (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest and mortgage in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license, including, without limitation, the Trademark licenses listed on **Schedule 1** annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

[Remainder of page intentionally left blank; signature page follows.]

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

TORCA PRODUCTS, INC.,
a Michigan corporation

By: 
Name: _____
Its: _____

First Lien Trademark Security Agmt (Torca)

Trademark Security Agreement
(Torca Products, Inc.)

Schedule 1

A. Trademarks

NO.	Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Assignee / Registrant
1	SNAP-ALL	US	1347846	07/09/85	73/500059	09/19/84	Registered	Clamp-All Products Corporation ("CAPC") ⁹
2	CLAMP-ALL	US	1360103	09/17/85	73/390886	09/28/82	Registered	CAPC
3	CLAMP-ALL	US	1477416	02/23/88	73/671340	07/13/87	Registered	CAPC
4	GRIP-ALL	US	1374439	12/10/85	73/537726	05/15/85	Registered	CAPC
5	TORCTITE	US	1151652	04/21/81	73/237440	10/31/79	Registered Renewed	Torca Products, Inc. ("TPI")
6	TORCA	US	1157970	06/23/81	73/209203	03/27/79	Registered Renewed	TPI
7	EASYSEAL	US	1468788	12/15/87	73/645508	02/19/87	Registered	TPI
8	UNISTRAP	US	1636100	02/26/91	74/059972	05/17/90	Registered Renewed	TPI
		UK	B1447361	05/01/92	1447361	11/12/90	Registered	TPI
		France	1627957	11/16/90	INPI 249978	11/16/90	Registered Renewed	TPI
		Germany	2037850	06/08/93	T31153/12Wz	11/14/90	Registered	TPI

⁹ Clamp-All Products Corporation was merged into Torca Products, Inc. in 2003 though the merger was never recorded for the marks listed with CAPC as "Current Assignee / Registrant."

		Italy	602088	07/14/93 7/16/03	4250090 6669 2000RM	11/16/90 11/08/00	Registered	TPI
9	ACCUSEAL	US	1639670	04/02/91	74/059975	05/17/90	Registered Renewed	TPI
		UK	1447343	01/17/92	1447343	11/12/90	Registered	TPI
		France	1627956	11/16/90	INPI 249977	11/16/90	Registered Renewed	TPI
		Germany	2013248	04/24/92	T31152/ 12Wz	11/14/90	Registered Renewed	TPI
		Italy	602087	07/14/93 07/16/03	4249990 6668 2000RM	11/16/90 11/8/00	Registered	TPI
10	SEALSLOT	US	1642720	04/30/91	74/059974	05/17/90	Cancelled	TPI
		UK	1447344	08/09/91	1447344	11/20/90	Registered	TPI
		France	1627958	11/16/90 04/26/91 (publ)	INPI 249979	11/16/90	Registered Renewed	TPI
		Germany	2007357	12/13/91	T31154/ 12Wz	11/14/90	Registered Renewed	TPI
		Italy	602089	07/14/93 07/16/03	4250190 66670200 RM	11/16/90 11/18/00	Registered	TPI
11	TORCA & design	US	2524993	01/01/02	76/233115	03/30/01	Registered	TPI
		CTM	002433449	06/17/03	00243344 9	11/01/01	Registered	TPI
12	DURASEAL	US	2549975	03/19/02	76/262330	05/25/01	Registered	TPI
13	T (design)	US	2745907	08/05/03	76/231242	03/28/01	Registered	TPI
		CTM	002433795	07/28/03	00243379 5	10/31/01	Registered	TPI

14	TORCA	US	2776094	10/21/03	76/057425	05/26/00	Registered	TPI
15	SNAPTITE	US	-----	-----	76/366229	02/04/02	Abandoned	TPI
16	VALUSEAL	US	-----	-----	78/391821	03/26/04	Pending	TPI

B. License Agreements

1. Trademark License Agreement regarding License to use the trademark HI-TORQUE, dated June 2, 1996, between TransTechnology Corporation and Clamp-All Corporation.
2. Sealslot License Agreement, dated March 18, 2004, by and between Torca and Riker Products for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
3. Sealslot License Agreement, dated March 18, 2004, by and between Torca, Riker Products and Mack Trucks, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
4. Sealslot License Agreement, dated November 5, 2003, by and between Torca, CTP Corporation and Volvo Trucks North America for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
5. Sealslot License Agreement, dated October 24, 2002, by and between Torca and DiTech, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
6. Sealslot License Agreement, dated June 16, 2002, by and between Torca and Eberspaecher North America, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
7. Sealslot License Agreement, dated December 5, 2001, by and between Torca and Ryken Tube Manufacturing for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
8. Sealslot License Agreement, dated February 15, 2000, by and between Torca and Equipo Industrial Automotriz for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
9. Sealslot License Agreement, dated December 8, 1997, by and between Torca, Harley-Davidson, Inc. and Supertrapp Industries for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

10. Sealslot License Agreement, dated November 6, 1995, by and between Torca and Gabilian Manufacturing, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
11. Sealslot License Agreement, dated November 23, 1993, by and between Torca, Harley-Davidson, Inc. and Gabilan MFG., Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
12. Sealslot License Agreement, dated January 8, 1996, by and between Torca and AP Parts Manufacturing Company for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
13. Sealslot License Agreement, dated March 6, 1993, by and between Torca and Bosal Group for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
14. Sealslot License Agreement, dated March 18, 1998, by and between Torca, Tube Specialities Company and PACCAR for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
15. Sealslot License Agreement, dated April 13, 1998, by and between Torca, Tube Specialities Company and PACCAR for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
16. Sealslot License Agreement, dated January 21, 1998, by and between Torca and Officine Meccaniche Guiseppe Lafranconi SpA for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
17. Sealslot License Agreement, dated March 2, 1994, by and between Torca and Eberspacher KG for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
18. Sealslot License Agreement, dated December 1, 1993, by and between Torca and Northern Tube Div. - A.P. Parts for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
19. Sealslot License Agreement, dated August 29, 1996, by and between Torca and Roth-Tecnica de Mexico, S.A. de C.V. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
20. Sealslot License Agreement, dated May 6, 1994, by and between Torca and Arvin de Mexico S.A. de C.V. for manufacture, sale and use of SealSlot pipe ends in combination with clamps, together with Letter Amendment, dated July 29, 1996;.
21. Sealslot License Agreement, dated January 31, 1994, by and between Torca and Hydraulic Tubes & Fittings Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

22. Sealslot License Agreement, dated February 22, 1994, by and between Torca, Donaldson Company, Inc and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
23. Sealslot License Agreement, dated August 17, 1993, by and between Torca, Nelson Division and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
24. Sealslot License Agreement, dated June 24, 1993, by and between Torca, Walker Mfg. and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
25. Sealslot License Agreement, dated June 23, 1994, by and between Torca and Supertrapp Industries for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
26. Sealslot License Agreement, dated August 7, 1996, by and between Torca and Dongwon Metals Ind, Co., Ltd. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
27. Sealslot License Agreement, dated November 11, 1997, by and between Torca and SLP Engineering for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
28. Sealslot License Agreement, dated January 30, 1995, by and between Torca, Riker Products and U.S. Gear Corporation for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
29. Sealslot License Agreement, dated January 2, 1996, by and between Torca, Navistar and Tri-County Tube, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
30. Sealslot License Agreement, dated November 14, 1994, by and between Torca, PACCAR Inc. and Tri-County Tube, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
31. Sealslot License Agreement, dated June 10, 1994, by and between Torca and Gale Banks Engineering for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
32. Sealslot License Agreement, dated August 10, 1994, by and between Torca, Gale Banks Engineering and Nelson Division for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

33. Sealslot License Agreement, dated March 28, 1995 by and between Torca, Volvo-GM Heavy Truck Corporation and Stam, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
34. Sealslot License Agreement, dated June 1, 1994 by and between Torca and Federal Hose Manufacturing, a Division of Flexlab Horizons International, for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
35. Sealslot License Agreement, dated February 22, 1994, by and between Torca and Truck Equipment Mfg. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
36. Sealslot License Agreement, dated January 3, 1994, by and between Torca and Tube Products Corporation for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
37. Sealslot License Agreement, dated December 19, 1991 by and between Torca and Nelson Division for manufacture, sale and use of SealSlot pipe ends in combination with clamps, together with various amendments through 2002 adding additional approved customers.
38. License Agreement by and between Breeze-Torca Products, LLC and Torca Products, Inc., dated May 16, 2003.