

09-07-2004

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

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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): BREEZE INDUSTRIAL PRODUCTS CORPORATION

- 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: 08/27/2004

2. Name and address of receiving party(ies)

Name: ANTARES CAPITAL CORPORATION, AS FIRST LIEN COLLATERAL AGENT

Internal Address: Suite 4400

Street Address: 311 South Wacker Drive

City: 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) n.a.

B. Trademark Registration No.(s) 1723241

Additional 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: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

40.00 OP 175.00 OP

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson Name of Person Signing

Penelope S. Johnson Signature

09/01/2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

09/07/2004 LMIILLER 00000012 1723241

01 FC:8521 02 FC:8522

TRADEMARK REEL: 003043 FRAME: 0514

9.3.04

Recordation Form Cover Sheet – Trademarks

Page 2

Registration Nos. (Continued)

1147031

1307639

1985466

1892921

0975772

1249749

0869921

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 27, 2004, is between **BREEZE INDUSTRIAL PRODUCTS CORPORATION**, a Delaware 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, Grantor, as successor by merger to BIPC Corporation, a Delaware corporation, 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 Grantor, 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 Grantor by Lenders; and

WHEREAS, pursuant to the terms of that certain Borrower 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 and Second Lien Collateral Agent, 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.]

Trademark Security Agreement
(Breeze Industrial Products Corporation)

Schedule 1

A. Trademarks

NO.	Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Assignee / Registrant
1	AERO-SEAL ¹	US	1723241	10/13/92	74/221478	11/14/91	Registered Renewed	Breeze Industrial Products Corp. ("BIPC")
		Canada	408132	02/12/93	0693684	11/14/91	Registered	Transtechonology Corporation ("TTC") ² .
		S. Africa 022048	B90/7258	08/09/94	09/7258	08/22/90	Registered Renewed	TTC

¹ The document recorded with the USPTO at Reel/Frame 2360/0452 on 8/29/2001 conveying AEROSEAL, BREEZE, CONSTANT-TORQUE, EURO-SEAL, HI-TORQUE, MAKE-A-CLAMP and the MT logo for TTC to BIPC contained a mistake on the USPTO Recordation Cover Sheet erroneously identifying "TransTechnical Corporation" as the conveying party. Thus the USPTO records currently indicate "TransTechnical Corporation" as the conveying party when the assignor was in fact TransTechnology Corporation, as set forth in the Trademark Assignment dated July 6, 2001, which was attached to such cover sheet.

² The marks listed with Transtechonology Corporation ("TTC") as "Current Assignee / Registrant." in this Schedule were assigned to BIPC pursuant to a Trademark Assignment dated July 6, 2001 in connection with the Asset Sale and Purchase Agreement by and between TTC and BIPC dated June 29, 2001 (the "TTC/BPIC Purchase Agreement"), however, such assignment was never recorded at the applicable governmental office.

NO.	Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Assignee / Registrant
2	BREEZE ³	US	1147031	02/17/81	73/199872	01/12/79	Registered Renewed	BIPC
		Canada	404196	10/23/92	0693686	11/14/91	Registered	TTC
		Columbia 022050	144826	12/31/93	365591	08/18/92	Registered	BIPC ⁴
		Japan ⁵	2017624	01/26/88	560-014999	02/20/85	Registered Renewed	TTC
		Mexico 022051	421960	09/14/92	143118	06/24/92	Registered Renewed	BIPC
		S. Africa 022052	90/7257	08/22/90	90/7257	08/22/90	Registered Renewed	TTC
3	BREEZE HI-TORQUE	CTM	001296821	10/18/00	001296821	08/31/99	Registered	TTC

³ The TTC/BPIC Purchase Agreement states that Breeze Industrial Products Corporation shall have no rights relating to the name "Breeze," other than those rights relating to use (i) in connection with goods covered by International Class 6, or United States Class 13 or in connection with clamps or other current or planned products of the Business (as defined in the TransTechnology Corporation and Breeze Industrial Products Corporation Purchase Agreement) as of July 10, 2001 including, without limitation, the "Mass Tech" line of products, or (ii) as part of, or all of the corporate name of Breeze Industrial Products Corporation and all uses by Breeze Industrial Products Corporation of such corporate name in the normal course of the Business.

⁴ Assignment is in process of being recorded in the Columbia Trademark Office.

⁵ Pursuant to the First Amendment to Asset Sale and Purchase Agreement, dated July 10, 2001, by and between TransTechnology Corporation and Breeze Industrial Products Corporation, a new paragraph 8(g) was added to the original Purchase Agreement between the parties dated June 29, 2001, stating:

(g) Japanese Trademark. To the extent applicable, in the event the Japanese trademark registration for "BREEZE," Registration Number 2,017,624, cannot be partially assigned to Buyer under Japanese law solely with respect to goods covered by International Class 6, (i) Seller shall grant Buyer an exclusive, paid-up, royalty-free, perpetual license to use the trademark "BREEZE" in Japan in connection with goods covered by International Class 6 and as otherwise permitted pursuant to the Agreement, and (ii) the parties shall promptly enter into a Trademark License Agreement (in form and substance reasonably acceptable to both Buyer and Seller) with respect to the foregoing.

No separate assignment or license regarding the Breeze trademark in Japan has ever been executed nor has BIPC ever attempted to record the rights in Breeze assigned to it.

NO.	Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Assignee / Registrant
4	CONSTANT-TORQUE	US	1307639	12/04/84	73/438772	08/11/83	Registered	BIPC
5	EURO-SEAL	US	1985466	07/09/96	74/690650	06/19/95	Registered Renewed	BIPC
		Canada	465495	10/25/96	0791095	08/28/95	Registered	TTC
		Germany	39537450	04/11/96	39537450. 2	09/13/95	Registered	TTC
		UK	2036659	12/20/96	2036659	09/21/95	Registered	TTC
6	HI-TORQUE ⁶	US	1892921	05/09/95	74/473198	12/27/93	Registered	BIPC
7	MAKE-A-CLAMP ⁷	US	0975772	01/01/74	72/428170	06/23/72	Registered	BIPC
		Canada	416337	09/03/93	0693688	11/14/91	Registered	TTC
8	MAK-A-CLAMP ⁸	Canada	214206	06/11/76	0382731	02/06/75	Registered	TTC
9	MT logo	US	1249749	08/30/83	73/387116	09/20/82	Cancelled	BIPC

⁶ Currently licensed by BIPC, as successor to certain assets of TTC, to Torca Products, Inc., as successor by merger to Clamp-All Products Corporation.

⁷ The merger of Breeze Eastern into TTC (before certain assets of TTC were purchased by BIPC) apparently was never recorded. Nonetheless, the assignment from TTC to BIPC was recorded and title is owned by BIPC.

⁸ The merger of Breeze Eastern into TTC (before certain assets of TTC were purchased by BIPC) apparently was never recorded. Nonetheless, the assignment from TTC to BIPC was recorded and title is owned by BIPC.

NO.	Mark	Country	Reg. No.	Reg. Date	Appl. No.	Appl. Date	Status	Current Assignee / Registrant
10	POWER-SEAL (S design)	US	0869921	05/27/69	72/293222	03/14/68	Expired	TTC
		Canada	405008	11/13/92	0693683	11/14/91	Registered	TTC
		So. Africa 022062	B90/7261	03/02/95	90/7261	08/22/90	Registered Renewed	TTC

B. License Agreements

1. License Agreement regarding license to use the trademark POWER SEAL, dated March 9, 1992, between Breeze Industrial Products and Universal Clips, a division of Teamcor Limited. On March 19 2001, Universal Clips elected to terminate the agreement in accordance with its terms, effective as of July 1, 2002.
2. General Terms Agreement between The Boeing Company and TransTechnology/Breeze Industries entered into as of August 10, 1999, and Special Business Provisions between The Boeing Company and TransTechnology/Breeze Industries entered into as of June 12, 2000.