

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DANLY IEM, LLC		03/03/2005	LIMITED LIABIILTY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWSTAR FINANCIAL, INC.		
Street Address:	101 FEDERAL STREET		
Internal Address:	SUITE 1900		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	543639	DANLY	
Registration Number:	519406	DANLY	
Registration Number:	2772347	DIEMAX XL	
Registration Number:	1694005	IEM	
Registration Number:	1762414	IEM	
Registration Number:	658774	MICROME	
Registration Number:	1727058	MINI-CAM	
Registration Number:	553505	LEMPCO	
Registration Number:	944460	LEMPCO	
Registration Number:	1794674	LEMPCO	
Registration Number:	774932	LEMPCOLOY	
Registration Number:	1608053	LEMPCOLOY	
Registration Number:	1413044	ROTAINER	

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TRADEMARK
REEL: 003049 FRAME: 0236

Registration Number:	1943443	
Registration Number:	1489883	
Serial Number:	76625322	MAXFORCE
Registration Number:	2567790	DANLY IEM

CORRESPONDENCE DATA

Fax Number: (212)969-2900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 969-3000

Email: TRADEMARK@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE, LLP

Address Line 1: 1585 BROADWAY

Address Line 4: NEW YORK, NEW YORK 10036-8299

NAME OF SUBMITTER:	Sonia V. Heuer
Signature:	/Sonia V. Heuer/
Date:	03/18/2005

Total Attachments: 2

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of March 3, 2005, between **DANLY IEM, LLC**, a Delaware limited liability company having its principal place of business at One International Place, Fort Hill Square, Boston, Massachusetts 02110, (the "Assignor"), and **NEWSTAR FINANCIAL, INC.**, a Delaware corporation, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and other lending institutions which are, or may in the future become, parties to the Term C Loan Agreement dated as of March 3, 2005 (as amended and in effect from time to time, the "Loan Agreement"), by and among Connell Anchor Holding, Inc., a corporation incorporated under the laws of Ontario, as the initial Canadian Borrower, Connell Anchor, Inc., a corporation incorporated under the laws of Ontario, as a subsequent Canadian Borrower, Anchor Lamina Inc., a corporation incorporated under the laws of Ontario, as a subsequent Canadian Borrower, Anchor Lamina America, Inc., a corporation incorporated under the laws of Michigan, as a U.S. Borrower, the Assignor, as a U.S. Borrower, Newstar CP Funding LLC and the other lenders party thereto and the Administrative Agent.

WHEREAS, it is a condition precedent to the Lenders' making any loans to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Loan Agreement), pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

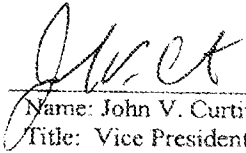
Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

DANLY IEM, LLC

By: Anchor Lamina America, Inc.,
its Sole Member

By: 
Name: John V. Curtin
Title: Vice President

NEWSTAR FINANCIAL INC., as
Administrative Agent

By: _____
Name:
Title:

(Signature Page to TM Collateral Security and Pledge Agreement -- Danly)

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