

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Danly IEM, LLC

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

Citizenship (see guidelines) _____

Execution Date(s) 03/04/2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other See attachment for brief
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76/626,322

B. Trademark Registration No.(s)

See attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristine Ouimet

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8517

Fax Number: 617-951-8736

Email Address: kristine.ouimet@bingham.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 8906
Expiration Date 10/07

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: *Kristine Ouimet*

Signature

March 8, 2005

Date

Kristine Ouimet

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$440.00 76626322

CONTINUATION OF SECTION 4
OF TRADEMARK RECORDATION FORM COVER SHEET

SCHEDULE A
TRADEMARKS

DANLY in Oval						
UNITED STATES	08/23/1949	71/583,430	06/12/1951	543,639	REGISTERED	13
UNITED STATES	11/01/1947	71/539,857	01/03/1950	519,406	REGISTERED	23
DANLY IEM & Design						
UNITED STATES	11/04/1998	75/582,850	05/07/2002	2,567,790	REGISTERED	7, 17
DIEMAX XL						
UNITED STATES	12/12/2001	76/347,798	10/7/2003	2,772,347	REGISTERED	6
IEM						
UNITED STATES	7/19/1990	74/081,378	6/16/1992	1,694,005	REGISTERED	07
IEM & Design						
UNITED STATES	7/19/1990	74/080,468	4/6/1993	1,762,414	REGISTERED	07
MICROME						
UNITED STATES	7/26/1957	72/034,403	2/25/1958	658,774	REGISTERED	07
MINI-CAM						
UNITED STATES	1/23/1992	74/239,618	10/27/1992	1,727,058	REGISTERED	07
MAXFORCE						
UNITED STATES	12/21/2004	76/625,322			PENDING	06
LEMPCO (Stylized)						
UNITED STATES	05/06/1950	71/597,004	01/15/1952	553,505	REGISTERED	
LEMPCO						
UNITED STATES	05/17/1971	72/392,136	10/10/1972	944,460	REGISTERED	
LEMPCO						
UNITED STATES	07/21/1992	74/296,501	09/28/1993	1,794,674	REGISTERED	
LEMPCOLOGY						
UNITED STATES	11/04/1963	72/180,146	08/11/1964	774,932	REGISTERED	
LEMPCOLOGY (and Jewel Design)						
UNITED STATES	11/20/1989	73/835,609	07/31/1990	1,608,053	REGISTERED	
ROTAINER						
UNITED STATES	02/24/1986	73/584,545	10/14/1986	1,413,044	REGISTERED	
Design - Blue Headband						
UNITED STATES	02/07/1994	74/487,235	12/26/1995	1,943,443	REGISTERED	
Design- Blue Helical						
UNITED STATES	03/23/1987	73/650,734	05/31/1998	1,489,883	REGISTERED	

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of March 4, 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 **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at One Federal Street, Boston, Massachusetts 02110, 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 Revolving Credit and Term Loan Agreement dated as of March 4, 2005 (as amended and in effect from time to time, the "**Credit 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 formed under the laws of Michigan, as a U.S. Borrower, the Assignor, as a U.S. Borrower, Fleet Capital Corporation and the other lenders party thereto, Fleet Capital Global Finance Inc., as Canadian Lender, the Administrative Agent and Fleet National Bank, as Issuing Bank.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Credit 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 Credit 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 Credit 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:

I. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit 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.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.2 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the

obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Administrative Agent and the Lenders and its employees and agents the right to visit the Assignor'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.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the

Administrative Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) Business Days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Administrative Agent, in its own name or that of the Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made,

subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other 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.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be made in the manner set forth in §19 of the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent and the Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Administrative Agent or any Lender nor any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

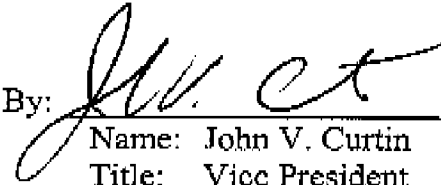
The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the

provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

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

DANLY IEM, LLC

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

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

**FLEET CAPITAL CORPORATION, as
Administrative Agent**

By: _____
Name: Christopher Godfrey
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 2 day of March, 2005, before me, the undersigned notary public, personally appeared John V. Curtin, proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Vice President for Anchor Lamina America, Inc., the sole member of Danly IEM, LLC, a Delaware limited liability company).

Dorothy A. Abberton
(official signature and seal of notary)

My commission expires:



DOROTHY A. ABBERTON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 24, 2009

WITNESS WHEREOF, this Trademark Agreement has been executed as of the day
st above written.

DANLY IEM, LLC

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

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

**FLEET CAPITAL CORPORATION, as
Administrative Agent**

By:  _____
Name: Christopher Godfrey
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this ^{February} 28th day of March, 2005, before me, the undersigned notary public, personally appeared Christopher B. Godfrey, proved to me through satisfactory evidence of identification, which were MA Drivers License 084380333, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Senior Vice President for Fleet Capital Corporation, a Rhode Island corporation).



(official signature and seal of notary)

My commission expires:

C. PAULA BARRETTO
NOTARY PUBLIC
My Commission Expires September 27, 2007

SCHEDULE A**Trademarks and Trademark Registrations**

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DANLY in Oval						
AUSTRIA	07/06/1987	am2597/87	10/29/1987	117889	REGISTERED	7, 8
CANADA	09/14/1966	0299601	03/08/1968	TMA155835	REGISTERED	
CHINA			12/19/1998	384011	REGISTERED	7
CHINA			12/29/1998	384087	REGISTERED	8
CHINA			12/19/1988	333469	REGISTERED	7
CHINA			12/30/1988	334763	REGISTERED	8
DENMARK	02/12/1987	VA877/87	01/14/1994	VR199400143	REGISTERED	7
EGYPT	11/25/1987	70808	07/15/1991	70808	REGISTERED	6
FINLAND	01/20/1987	870188	08/07/1989	104666	REGISTERED	6,7,8
FRANCE	10/11/1966	17799	05/07/1987	1382309	REGISTERED	6,7
ISRAEL	10/23/1987	67535	10/27/1991	67535	REGISTERED	
MALAYSIA	02/03/1987	87/00771			PENDING	8
MALAYSIA	03/02/1987	MA87000772	03/02/1987	MA87000772	REGISTERED	7
MEXICO	11/05/1992	153760	04/19/2000	663648	REGISTERED	7
MEXICO	11/05/1992	153759	05/22/1995	491926	REGISTERED	8
MOROCCO			05/25/1988	41107	REGISTERED	7
NEW ZEALAND	04/01/1987	171305	10/10/1990	B171305	REGISTERED	7
NORWAY	01/21/1987	870238	06/14/1990	141656	REGISTERED	8
PHILIPPINES	02/05/1988	63840	05/20/1990	48163	REGISTERED	
POLAND	12/04/1987	Z-85230	10/25/1989	63332	REGISTERED	
PUERTO RICO	12/02/1971	272 OF 1971	04/07/1972	17524	REGISTERED	23
RUSSIAN FEDERATION	08/01/1990	124877	04/08/1991	95388	REGISTERED	6,8
SINGAPORE	03/03/1987	ST8700889E	03/03/1987	ST8700889E	REGISTERED	8
SINGAPORE	03/02/1987	ST8700888G	03/02/1987	ST8700888G	REGISTERED	7
SOUTH AFRICA	04/22/1987	87/2825	02/20/1989	87/2825	REGISTERED	6
SOUTH AFRICA	01/22/1987	87/0345	06/20/1988	87/0345	REGISTERED	8
SPAIN	02/16/1987	1180795	05/05/1989	1180795	REGISTERED	6
TAIWAN	01/04/1997	86-000299	01/01/1999	833002	REGISTERED	7
TURKEY	01/21/1987	4581	01/21/1987	98596	REGISTERED	
UNITED STATES	08/23/1949	71/583,430	06/12/1951	543,639	REGISTERED	13
UNITED STATES	11/01/1947	71/539,857	01/03/1950	519,406	REGISTERED	23
VENEZUELA	08/13/1971	6590	10/25/1972	70876	REGISTERED	7

DANLY IEM & Design

UNITED STATES	11/04/1998	75/582,850	05/07/2002	2,567,790	REGISTERED	7, 17
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All foreign registrations and applications owned by Connell Limited Partnership as of February 22, 2005, corresponding to US Reg. 2,567,790.

CANADA	05/04/2002	1014383	09/03/2002	TMA566800	REGISTERED	
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DIEMAX XL

UNITED STATES	12/12/2001	76/347,798	10/7/2003	2,772,347	REGISTERED	6
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COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASS
IEM						
ARGENTINA	12/19/1990	1,784,181	9/30/1994	1,538,024	REGISTERED	07
AUSTRALIA	11/29/1990	546632	12/17/1992	A546632	REGISTERED	07
AUSTRIA	6/26/1991	295/91	6/26/1991	136.294	REGISTERED	07
BENELUX	1/15/1991	758338	2/3/1992	498317	REGISTERED	07
BOSNIA	10/15/1997		4/20/03	BAZ972385A	REGISTERED	07
BRAZIL	1/10/1991	816017409	10/27/1992	816017409	REGISTERED	07
CANADA	7/2/1997	849,540	11/4/1998	TMA503,627	REGISTERED	07
CROATIA	9/26/1997	Z971482A	6/25/1998	Z971482	REGISTERED	07
DENMARK	1/16/1991	00371/91	12/4/1992	11113/92	REGISTERED	07
EUROPEAN UNION	7/24/1997	592931	11/19/1999	592931	REGISTERED	07,06,08
FINLAND	11/10/1990	6267/90	10/5/1992	122422	REGISTERED	07
FRANCE	1/16/1991	261480	1/16/1991	1681718	REGISTERED	07
GERMANY	11/30/1990	C4171/7WZ	10/1/1993	2046169	REGISTERED	07
HONG KONG	1/2/1991	91/0013	7/19/1997	03103/1997	REGISTERED	07
HUNGARY	11/30/1990	4824/90	11/30/1990	138461	REGISTERED	07
INDIA	12/17/1990	541955	PENDING			07
INDONESIA	12/18/1990	N/A	9/1/2003	547417	REGISTERED	07
IRELAND	1/15/1991	213-91	7/19/1990	152538	REGISTERED	07
ISRAEL	11/30/1990	78330	7/5/1994	78330	REGISTERED	07
ITALY	1/14/1991	MI200C-0128316	8/8/1994	920.932	REGISTERED	07
JAPAN	1/16/1991	002075/1991	7/31/1995	2708996	REGISTERED	07
MALAYSIA	12/4/1990	90/08044	12/4/1990	90/08044	REGISTERED	07
MEXICO	1/21/1991	105069	1/20/1993	429489	REGISTERED	07
NEW ZEALAND	11/29/1990	206577	12/13/1996	206577	REGISTERED	07
NORWAY	12/18/1990	90.6631	5/14/1992	150528	REGISTERED	07
POLAND	1/15/1991	Z-95711	8/30/1993	71118	REGISTERED	07
PORTUGAL	12/13/1990	1448839	1/25/1993	269.752	REGISTERED	07
PUERTO RICO	PROPOSED					07
SINGAPORE	7/19/1990	8726/90	7/19/1990	8726/90	REGISTERED	07
SOUTH KOREA	1/22/1991	91-1828	7/29/1992	245072	REGISTERED	07
SPAIN	1/17/1991	1.612.000	12/3/1993	1612000	REGISTERED	07
SWEDEN	1/14/1991	91-00355	4/24/1992	233361	REGISTERED	07
SWITZERLAND	1/4/1991	46/1991.5	12/1/1991	387.301	REGISTERED	07
TAIWAN	5/16/1992			559741	REGISTERED	55
TAIWAN	9/16/1992			571435	REGISTERED	84
TURKEY	1/17/1991	4195	1/17/1991	125901	REGISTERED	07
UNITED KINGDOM	11/30/1990	1448839	11/30/1990	1448839	REGISTERED	07
UNITED STATES	7/19/1990	74/081,378	6/16/1992	1,694,005	REGISTERED	07
VENEZUELA	3/16/1998	4507-98	4/20/1999	4507-98	REGISTERED	07
YUGOSLAVIA	12/24/1990	Z2367/90	5/17/1993	37484	REGISTERED	07
IEM & Design						
ARGENTINA	12/19/1990	1784182	9/30/1994	1,538,025	REGISTERED	07
AUSTRALIA	11/29/1990	A546633	12/17/1992	A546633	REGISTERED	07
AUSTRIA	1/21/1991	294/91	6/26/1991	136.293	REGISTERED	07
BENELUX	1/15/1991	758336	2/3/1992	498316	REGISTERED	07
BOSNIA	5/1/1993	BAZ972386A	04/20/2003	BAZ972386A	REGISTERED	07
BRAZIL	10/17/1991	816017417	10/27/1992	816017417	REGISTERED	07
CANADA	7/2/1997	849539	11/4/1998	TMA503,625	REGISTERED	07
CROATIA	9/26/1997	Z971471A	6/25/1998	Z971481	REGISTERED	07
CZECHOSLOVAKIA	1/14/1991	N/A	9/8/1992	171087	REGISTERED	06,17
DENMARK	1/16/1991	00372/91	12/4/1992	11114/92	REGISTERED	07

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASS
EUROPEAN UNION 06,07,08	7/24/1997	593004	12/22/1999	593004	REGISTERED	
FINLAND	11/10/1990	6268/90	10/5/1992	122423	REGISTERED	07
GERMANY	11/30/1990	C41272/7WZ	10/27/1993	2048093	REGISTERED	07
HONG KONG	7/19/1990	91/0014	3/18/1997	03104/1997	REGISTERED	07
HUNGARY	11/30/1990	N/A	11/30/1990	136462	REGISTERED	07
INDIA	12/17/1990	541956	PENDING			07
INDONESIA	3/11/2003	D00.2003.05568-	2/3/2004	561,620	REGISTERED	07
IRELAND	2/14/91		7/19/1990	152539	REGISTERED	07
ISRAEL	11/30/1990	78331	7/5/1994	78331	REGISTERED	07
ITALY	1/14/1991	MI2000C 012832	6/8/1994	920,933	REGISTERED	07
JAPAN	12/7/1990	136046/1990	10/29/1993	02592190	REGISTERED	07
MALAYSIA	12/4/1990	N/A	12/4/1997	90/08045	REGISTERED	07
MEXICO	1/21/1991	105070	422225		REGISTERED	07
NEW ZEALAND	11/29/1990	206578	12/13/1996	206578	REGISTERED	07
NORWAY	12/18/1990	90.6632	5/14/1992	150529	REGISTERED	07
POLAND	1/15/1991	Z-95710	12/23/1993	72521	REGISTERED	07
PORTUGAL	12/13/1990	269 753	1/25/1993	269.753	REGISTERED	07
SINGAPORE	7/19/1990	8725/90	7/19/1990	8725/90	REGISTERED	07
SOUTH KOREA	1/22/1991	91-1829	7/29/1992	245077	REGISTERED	07
SWEDEN	1/14/1991	91-00356	4/24/1992	233362	REGISTERED	07
SWITZERLAND	1/4/1991	45/1991.3	12/10/1991	387.277	REGISTERED	07
TAIWAN	9/16/1992			571494	REGISTERED	84
TAIWAN	5/16/1992			559755	REGISTERED	55
TURKEY	1/17/1991	4196	1/17/1991	125902	REGISTERED	07
UNITED STATES	7/19/1990	74/080,468	4/6/1993	1,762,414	REGISTERED	07
VENEZUELA	3/16/1998	4506-98	6/2/00	220403-P	REGISTERED	07
YUGOSLAVIA	12/24/1990	Z2638/90	5/17/1993	37485	REGISTERED	07
MICROME						
UNITED STATES	7/26/1957	72/034,403	2/25/1958	658,774	REGISTERED	07
MINI-CAM						
UNITED STATES	1/23/1992	74/239,618	10/27/1992	1,727,058	REGISTERED	07
MAXFORCE						
UNITED STATES	12/21/2004	76/625,322			PENDING	06
LEMPCO						
CANADA			11/20/1959	115960	REGISTERED	
MEXICO			10/08/1991	323430	REGISTERED	
LEMPCOLOGY						
CANADA			07/31/1964	136778	REGISTERED	
MEXICO			04/16/1998	578598	REGISTERED	
ROTAINER						
CANADA			06/19/1987	329042	REGISTERED	
MEXICO			04/16/1998	578599	REGISTERED	
LEMPCO (Stylized)						
UNITED STATES	05/06/1950	71/597,004	01/15/1952	553,505	REGISTERED	

LEMPCO					
UNITED STATES	05/17/1971	72/392,136	10/10/1972	944,460	REGISTERED
LEMPCO					
UNITED STATES	07/21/1992	74/296,501	09/28/1993	1,794,674	REGISTERED
LEMPCOLOGY					
UNITED STATES	11/04/1963	72/160,146	08/11/1964	774,932	REGISTERED
LEMPCOLOGY (and Jewel Design)					
UNITED STATES	11/20/1989	73/835,609	07/31/1990	1,608,053	REGISTERED
ROTAINER					
UNITED STATES	02/24/1986	73/584,545	10/14/1986	1,413,044	REGISTERED
Design - Blue Headband					
UNITED STATES	02/07/1994	74/487,235	12/26/1995	1,943,443	REGISTERED
Design- Blue Helical					
UNITED STATES	03/23/1987	73/650,734	05/31/1988	1,489,863	REGISTERED

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, DANLY IEM, LLC, a limited liability company organized and existing under the laws of the State of Delaware, having a place of business at One International Place, Fort Hill Square, Boston, Massachusetts 02110 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 20__.

DANLY IEM, LLC

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

By: _____
Name:
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 20__.

[ASSIGNEE]

By: _____
Name:
Title:

COMMONWEALTH OR STATE OF _____)
COUNTY OF _____) ss.

On this the ___ day of _____, 20__, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of _____ and that being duly authorized (s)he signed such instrument as a free act on behalf of _____.

Notary Public

My commission expires:

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]