

01-05-2005

RECORD
TRAC



102903717

To the Director of the U. S. Patent and Trademark Office

Transmit the enclosed documents or the new address(es) below.

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

Command Tooling Systems, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Minnesota

Execution Date(s) November 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Antares Capital Corporation,
as agent

Address: Suite 4400

Street Address: 311 South Wacker Dr.

City: Chicago

State: IL

Country: USA Zip: 60606

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

Other Citizenship

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)

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

A. Trademark Application No.(s)
78/129,215
78/140,554

B. Trademark Registration No.(s)

1268903, 1295748, 1332856

Additional sheet(s) attached? Yes No

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

See attachment

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

Name: Antares margin

Internal Address: CSC

Street Address: 30 State Street
6th Floor

City: _____

State: Albany Zip NY 12207

Phone Number: 800-833-9848

Fax Number: 518-495-6565

Email Address: aconnor@scgk.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Janice E. Cohen

Signature

12/29/04

Date

Janice E. Cohen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

01/06/2005 DRYRE 000002276129215
01 FC:8521
02 FC:8522

Documents recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS

1. Registered Trademarks:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
COMFLEX	1268903	March 6, 1984	Command Tooling Systems, LLC
ROTATING "C" Design	1295748	September 18, 1984	Command Tooling Systems, LLC
STYLIZED "C" with word "Command"	1332856	April 30, 1985	Command Tooling Systems, LLC
SOFT TOUCH	1619586	EXPIRED	Discontinued product
MASS SYMMETRY	2085781	August 5, 1997	Command Tooling Systems, LLC
MICRO PRECISION	2131819	January 27, 1998	Command Tooling Systems, LLC
ThermoLock	2357515	June 13, 2000	Command Tooling Systems, LLC
XT Precision	2548152	March 12, 2002	Command Tooling Systems, LLC
COMMAND	2847435	June 1, 2004	Command Tooling Systems, LLC

2. Trademark Applications:

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Command S.M.A.A.R.T.	78/129,215	September 1, 2002
ColdSet	78/140,554	September 11, 2002

3. Unregistered Trademarks/TradeNames:

<u>Mark</u>	<u>Description</u>
Blue Chip	For coolant containment system
DigiSet	Presetter from Urma
DigiSet 2	Presetter from Urma
DigiSet 3	Presetter from Urma
R & R	Reach & Rigidity Tool holders
Reach and Rigidity	Trade name
System II	Adaptive drawbar dynamometer
System II Dynamometer	Drawbar power measuring device
Drawbar Dynamometer	Drawbar power measuring device
Quick Tune	Nosepiece for DR collet chucks
Fine Tune	Nosepiece for DR collet chucks
Hydracentric	Hydraulic tool holder
Taper Check	Device to substantiate taper on holder
New Axis	Fluid driven right angle heads
Command	Tradename and trademark
Command Tooling Systems	Tradename for all products
UrmaBore	Modular boring system
MicroMax	Modular boring system
VersaMax	Modular boring system

Mark	Description
MegaMax	Modular boring system
IntraMax	Modular boring system
Smart Holding System	Work holding and rotating tool holders for computer numeric controlled machining centers for precision metal cutting

4. **Trademark Rights Licenses:**

Non-Exclusive Patent, Trademark, and Know-How License Agreement, dated as of December 26, 1997, between Command Tooling Systems, LLC and Harold D. Cook, an individual doing business as Tooling Innovations for use of the following trademark:

Mark	Registration No.	Registration Date	Owner
SHRINKER	1845029	July 12, 1994	Harold D. Cook, d/b/a Tooling Innovations

**FIRST AMENDMENT TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") dated as of November 30, 2004, is between COMMAND TOOLING SYSTEMS, LLC, a Minnesota limited liability company (the "Borrower") and ANTARES CAPITAL CORPORATION, a Delaware corporation, as agent ("Agent") for itself and the other Lenders (as such term is hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 1997 by and among the Borrower, certain lenders party thereto from time to time (collectively, the "Lenders" and individually, a "Lender") and the Agent (as amended, the "Existing Credit Agreement"), the Lenders have made certain extensions of credit to the Borrower; and

WHEREAS, pursuant to that certain Security Agreement dated as of April 30, 1997 made by the Borrower in favor of the Agent (as the same was amended and restated as of August 21, 2003, the "Security Agreement"), the Borrower has granted to the Agent, for the benefit of itself and the Lenders, a security interest in and to the "Collateral" described therein to secure the Borrower's obligations to the Agent and the Lenders; and

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of April 30, 1997 made by the Borrower in favor of the Agent (the "Intellectual Property Security Agreement") the Borrower has granted to the Agent, for the benefit of itself and the Lenders, a security interest in and to all of the Borrower's Trademarks (including related goodwill), Patents and Copyrights (as such terms are defined therein), and in certain other property of the Borrower described in the Intellectual Property Security Agreement and in all proceeds of any of the foregoing (collectively, the "Intellectual Property Collateral"); and

WHEREAS, the Borrower, the Agent and the Lenders are entering into an Amended and Restated Credit Agreement dated as of even date herewith (as it may be further amended, restated, modified or supplemented and in effect from time to time, the "Credit Agreement"), which amends and restates the Existing Credit Agreement; and

WHEREAS, since the date of the Borrower's execution of the Intellectual Property Security Agreement, the Borrower has acquired interests in certain additional Intellectual Property Collateral (the "Additional Intellectual Property Collateral"); and

WHEREAS, Section 7 of the Intellectual Property Security Agreement provides for the Borrower to take additional actions if requested by the Agent in order to perfect the lien of the Agent, for the benefit of itself and the Lenders, with respect to any additional items of Intellectual Property Collateral, and it is a condition precedent to the Lenders' willingness to continue to make loans or otherwise extend credit to the Borrower pursuant to the Loan Documents (as defined in the

Credit Agreement) that the Borrower execute and deliver this Amendment with respect to the Additional Intellectual Property Collateral in furtherance of the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Intellectual Property Security Agreement as follows:

1. Trademarks. The Schedule A attached to the Intellectual Property Security Agreement shall be replaced by the Schedule A attached hereto.

2. Patents. The Schedule B attached to the Intellectual Property Security Agreement shall be replaced by the Schedule B attached hereto.

3. Reaffirmation and Confirmation of Security Interest. The Borrower hereby confirms to the Agent that the Borrower has granted to the Agent, for the benefit of itself and the Lenders, a security interest in or lien upon substantially all of its property, including without limitation, the Intellectual Property Collateral and the Additional Intellectual Property Collateral, in order to secure the Obligations of the Borrower to the Agent and the Lenders pursuant to the Credit Agreement. The Borrower hereby reaffirms such grant of such security interest and lien to the Agent, for the benefit of the Lenders, for such purpose in all respects.

4. Captions. Section captions and headings used in this Amendment are for convenience only and are not part of and shall not affect the construction of this Amendment.

5. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without regard to conflict of laws principles. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

6. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

7. Counterparts; Facsimile Signature. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute but one and the same document. This Amendment may be executed by facsimile signature, and any such facsimile signature by any party hereto shall be deemed to be an original signature and shall be binding on such party to the same extent as if such facsimile signature were an original signature.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. References. From and after the date of execution of this Amendment, any reference to any of the Loan Documents contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require.

10. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Intellectual Property Security Agreement shall remain in full force and effect as executed.

[Balance of page intentionally left blank; signature pages follow.]

SCHEDULE A - TRADEMARKS

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Reach and Rigidity	Trade name
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System II Dynamometer	Drawbar power measuring device
Drawbar Dynamometer	Drawbar power measuring device
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Hydracentric	Hydraulic tool holder
Taper Check	Device to substantiate taper on holder
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Mark	Registration No.	Registration Date	Owner
SHRINKER	1845029	July 12, 1994	Harold D. Cook, d/b/a Tooling Innovations

SCHEDULE B - PATENTS

1. Patents:

<u>Title</u>	<u>Number</u>	<u>Country</u>	<u>Owner</u>
Binary Machine Tool Holder	6749376	United States	Command Tooling Systems, LLC
Apparatus and Method to Measure Tapered or Conical Parts	6421929	United States	Command Tooling Systems, LLC

2. Patent Applications:

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Prospective Owner</u>
Hydraulically Actuated Holder	PCT/US02/04714	February 12, 2002	Command Tooling Systems, LLC
Hydraulically Actuated Holder	10/648,734 (US)	August 25, 2003	Command Tooling Systems, LLC
Binary Machine Tool Holder	PCT/US01/48113 (WIPO)	December 10, 2001	Command Tooling Systems, LLC
Binary Machine Tool Holder	2469618 (Canada)	December 10, 2001	Command Tooling Systems, LLC
Binary Machine Tool Holder	01990161.0 (Europe)	December 10, 2001	Command Tooling Systems, LLC

3. Patent Rights Licenses:

Non-Exclusive Patent, Trademark, and Know-How License Agreement, dated as of December 26, 1997, between Command Tooling Systems, LLC and Harold D. Cook, an individual doing business as Tooling Innovations, for use of the following patents:

<u>Title</u>	<u>Number</u>	<u>Country</u>	<u>Owner</u>
Tool Holder System and Method of Making	5311654	United States	Harold D. Cook, d/b/a Tooling Innovations
Tool Holder System and Method of Use	5582494	United States	Harold D. Cook, d/b/a Tooling Innovations
Tool Holder System and Method of Use	Application No. 08/671,140	United States	Harold D. Cook, d/b/a Tooling Innovations
Tool Holder System and Method of Use	Patent No. 1338691 Serial No. 2145419	Canada	Harold D. Cook, d/b/a Tooling Innovations