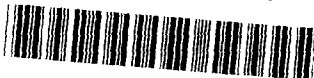


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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.

1-24-05

1. Name of conveying party(ies): NAP TOOLS LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address:
Street Address: One North Brentwood, Suite 950
City: St. Louis State: MO Zip: 63105
Individual(s) citizenship
Association National Banking Association
General Partnership
Limited Partnership
Corporation-State
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 1/20/05

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/455597
B. Trademark Registration No.(s) 2,387,768; 2,477,336; 2,361,535
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Terri Branson
Internal Address: Lewis, Rice & Fingersh, L.C.
Street Address: 500 N. Broadway, Suite 2000
City: St. Louis State: MO Zip: 63102

7. Total fee (37 CFR 3.41) \$ 115.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Terri Branson
Name of Person Signing
Signature
Date 1/21/05
Total number of pages including cover sheet, attachments, and document: 8

01/24/2005 00000105 78A55597
01 FC:8521
02 FC:8522

40.00 DP
75.00 DP

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

TRADEMARK REEL: 003105 FRAME: 0108

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 20, 2005, by NAP TOOLS LLC, an Indiana limited liability company (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Bank").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Bank, pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor.

B. Pursuant to the Loan Agreement, the Grantor is required to execute and deliver to the Bank this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:


- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest and Lien is granted in conjunction with the security interests and Liens granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

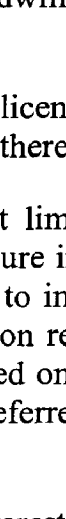
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

Nap Tools LLC, a limited liability company

By: 
Title: Exec VP

Acknowledged:

LaSalle Bank National Association

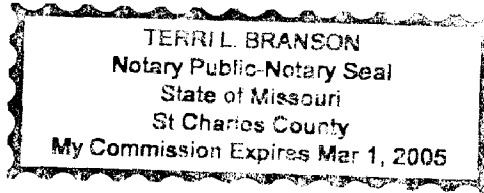
By: 
Title: FVP

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

On this 20th day of January, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public



Schedule 1 to Patent and Trademark Security Agreement
Trademark Collateral

Registered Marks

United States	Design Only	2,387,768	N/A
Canada	NAPTOOLS	N/A	1233109
United States	NAPTOOLS	N/A	78/455597
United States	NORTH AMERICAN "MORE THAN JUST A CUTTING TOOL & DESIGN"	2,477,336	N/A
United States	SIDEWINDER	2,361,535	N/A

Reg. No. 1, 084,534 PRECISION DISC – This registration was assigned to BGR Saws, Inc. in an Asset Sale Agreement dated December 5, 2003 entered into between BGR and Target. Target sold BGR the Precision Disc division of that company. BGR, the new owner, failed to record the assignment with the United States Patent and Trademark Office.

Schedule 2 to Patent and Trademark Security Agreement
Patent Collateral

Registered Patents and Patent Applications

<u>Country Name</u>	<u>Title</u>	<u>Patent</u>	<u>Issued</u>	<u>Filed</u>	<u>App No</u>	<u>Type</u>	<u>Status</u>	<u>Inventors</u>
United States	CENTERING DEVICE FOR A SAW BLADE	6298573	10/9/2001	4/28/1999	09/301041	ORD	Issued	NEUKAM, Russell E SEGAL, John M
United States	CENTERING DEVICE FOR A SAW BLADE	6536129	3/25/2003	8/31/2001	09/944557	CIP	Issued	SEGAL, John M NEUKAM, Russell E
Brazil	CUTTER INSERT MOUNTING AND METHOD	200012848	4/30/2002	7/27/2000	PI0012848-1	PCT	Unsure	ASBELL, Joey L FRANCHVILLE, Donald R JAHN, Jeffrey A
Canada	CUTTER INSERT MOUNTING AND METHOD			7/27/2000	2391318	PCT	Pending	ASBELL, Joey L FRANCHVILLE, Donald R JAHN, Jeffrey A
European Patent Convention	CUTTER INSERT MOUNTING AND METHOD			7/27/2000	00950782.3	PCT	Active	ASBELL, Joey L FRANCHVILLE, Donald R JAHN, Jeffrey A
Japan	CUTTER INSERT MOUNTING AND METHOD			7/27/2000	2001-513548	PCT	Pending	ASBELL, Joey L FRANCHVILLE, Donald R JAHN, Jeffrey A
Mexico	CUTTER INSERT MOUNTING AND METHOD	2002000934	7/1/2003	7/27/2000	PA/a/2002/00934	PCT	Unsure	ASBELL, Joey L JAHN, Jeffrey A FRANCHVILLE, Donald R
United States	ASSEMBLY FOR CLAMPING ROTARY CUTTING TOOL TO SHAFT	5039245	08/13/1991	03/05/1990	07/489,245	ORD	Issued	HANSEN, Stephen F.

United Kingdom	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	EPC	Issued	STEWART, John S
Italy	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	EPC	Unsure	STEWART, John S
Sweden	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	EPC	Unsure	STEWART, John S
Japan	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD			11/13/96	09-519088	PCT	Pending	STEWART, John S
Mexico	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD	215180	7/11/2003	11/13/96	983904	PCT	Unsure	STEWART, John S
Chile	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD			6/15/1998	1340-98	ORD	Unsure	STEWART, John S.
United States	DRIVE BELT CUTTER ASSEMBLY			5/26/2004	60/473,594		Pending	MUNCH, Bradford J. SEGAL, John M.
United States	CUTTING BLADES FOR A HELICAL CUTTERHEAD	5,603,365	2/18/1997	11/16/95	08/748,633	ORD	Issued	STEWERT, John S.
PCT	CUTTING BLADES FOR A HELICAL CUTTERHEAD				WO1996 US18316	PCT	Replaced	STEWERT, John S.
United States	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD	5,738,156	4/14/1998	11/13/96	08/748,633	CIP	Issued	STEWERT, John S.
Canada	REMOVABLE CUTTING BLADES FOR A HELICAL CUTTERHEAD			11/13/96	2,236,520	PCT	Pending	STEWERT, John S.

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United States	COLLAR FOR MOUNTING A SPLIT SAW BLADE ON AN ARBOR	5027684	07/02/1991	06/11/1990	07/535,570	ORD	Issued	NEUKAM, Russell E.
United States	FACE MILLING CUTTER WITH INDEXABLE INSERTS	4995767	02/26/1991	04/02/1990	502,833	ORD	Issued	SEGAL, Authur R.
United States of America	CUTTER INSERT MOUNTING AND METHOD	6659694	12/9/2003	1/11/2002	10/030807	PCT	Issued	ASBELL, Joey L FRANCHVILLE, Donald R JAHN, Jeffrey A
PCT	DRIVE BELT CUTTER ASSEMBLY			5/26/2004	US2004/016600	PCT	Active	MUNCH, Bradford J SEGAL, John M
European Patent Convention	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	PCT	Issued	STEWART, John S
Austria	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	E225240	10/2/2002	11/13/96	96940463.1	EPC	Issued	STEWART, John S
Switzerland	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	EPC	Issued	STEWART, John S
Germany	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	69624127.7-08	10/2/2002	11/13/96	96940463.1	EPC	Issued	STEWART, John S
France	HELICAL CUTTERHEAD WITH REMOVABLE CUTTING BLADES	0861144	10/2/2002	11/13/96	96940463.1	EPC	Unsure	STEWART, John S