

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement - First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PEM Management, Inc.		05/25/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Credit Suisse, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76564293	AE
Serial Number:	76607545	ATLAS
Serial Number:	76554667	DELTAFORM
Serial Number:	76590643	IN MOTION
Serial Number:	76571227	MOTION EXPRESS
Serial Number:	76535533	PENNENGINEERING FASTENING TECHNOLOGIES
Serial Number:	76627668	PENNENGINEERING MOTION TECHNOLOGIES
Serial Number:	76550567	PLUS+TITE
Serial Number:	76600362	QX
Serial Number:	76590642	REELFAST
Serial Number:	76600363	V.F.I.

CORRESPONDENCE DATA

Fax Number: (866)459-2899

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

TRADEMARK

REEL: 003107 FRAME: 0330

900026752

CH \$290.00 76564293

Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	06/17/2005
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Total Attachments: 8
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
PEM MANAGEMENT, INC.

- ☐ 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 - First Lien ☐ Change of Name
☐ Other

Execution Date: 5/25/2005

2. Name and address of receiving party(ies)

Name: Credit Suisse, as Collateral Agent

Internal
Address:

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10017

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State NY☐ Other - National Bank

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)
PLEASE SEE ATTACHED SCHEDULE I.B. Trademark Registration No.(s)
PLEASE SEE ATTACHED SCHEDULE I.Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and
registrations involved:

7. Total fee (37 CFR 3.41).....

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Angela Cioffi

Name of Person Signing

Signature

Date

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

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

TRADEMARK
REEL: 003107 FRAME: 0332

TRADEMARKS

All issued and pending Trademarks are owned by PEM Management, Inc.

ISSUED TRADEMARKS			
<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ARCONIX	Great Britain	2,295,738	3/18/2002
ARCONIX	Singapore	T02/05537J	4/23/2002
ARCONIX	Mexico	834,630	4/8/2002
DIMPLED RECESS	Great Britain	B1226102	9/10/1984
DIMPLED RECESS	Italy	352290	5/6/1985
DOUBLE SQUARE	Great Britain	1,300,712	2/12/1987
DOUBLE SQUARE	Japan	2675385	6/29/1994
DOUBLE SQUARE (Cl. 6)	Japan	4815715	11/12/04
ELCOM	Taiwan	322849	4/16/1986
MAE (Stylized)	Mexico	804952	8/21/2003
MAE (Stylized)	Canada	624370	11/2/2004
PEM	Australia	A208,121	12/23/1968
PEM	Austria	65.350	5/8/1969
PEM	Benelux	078,013	11/12/1981
PEM	Brazil	006,812.520	10/25/1978
PEM	Canada	129,752	2/8/1963
PEM	Denmark	1575/68	6/21/1968
PEM	European Community	853416	6/17/1998
PEM	Finland	57,468	10/6/1970
PEM	France w/extension to Italy	76,568	3/15/1962
PEM	Great Britain	827,471	8/10/1961
PEM	West Germany	394 06 133	6/20/1995
PEM	India	240,620	2/17/1967
PEM	Ireland	75637	8/17/1971
PEM	Israel	23366	6/25/1964
PEM	Italy (Extended to Italy from France)	76,568 Italy – 413385	3/15/1962
PEM	New Zealand	83306	7/30/1968
PEM	Norway	78,140	12/19/1969
PEM	Portugal	156,761	12/10/1970
PEM	Singapore	T83/01686I	4/4/1983
PEM	South Africa	67/0511	2/13/1967
PEM	South Korea	99,487	3/15/1984
PEM	Sweden	102,610	4/27/1962
PEM	Switzerland	306,190	5/7/1980
PEM	Taiwan	144987	1/1/1981
PEM & Triangle	West Germany	873,630	11/4/1969
PEM & Triangle	Italy	644714	3/2/1995
PEM (and Triangle)	Greece	147669	10/17/2003

ISSUED TRADEMARKS			
<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PEM (Class 6)	Hong Kong	136/81	5/15/1980
PEM (Class 6)	Spain	526,260	2/28/1970
PEM and Triangle	Benelux	16,574	11/12/1982
PEM and Triangle	Canada	172,561	11/6/1970
PEM and Triangle	France	1,561,608	12/10/1979
PEM and Triangle	Great Britain	B 950,180	10/28/1969
PEM and Triangle	South Africa	69/3523	7/29/1969
PEM and Triangle	Sweden	131,035	4/17/1970
PEM and Triangle	Switzerland	224,780	2/23/1967
PEMHEX	Great Britain	913,421	10/17/1967
PEMHEX	West Germany	847,888	7/31/1968
PEMHEX	Italy	506,295	7/11/1968
PEMSERT	Australia	A227,308	3/18/1969
PEMSERT	Austria	201667	1/23/2002
PEMSERT	Canada	171,744	10/2/1970
PEMSERT	Denmark	908/70	3/13/1970
PEMSERT	France w/extension to Italy	1,526,401 (renewal)	6/17/1969
PEMSERT	Great Britain	938,722	2/25/1969
PEMSERT	India	256,816	5/16/1969
PEMSERT	Ireland	76,735	5/15/1970
PEMSERT	Israel	29,997	3/19/1969
PEMSERT	Japan	999,927	2/15/1973
PEMSERT	New Zealand	89703	1/30/1970
PEMSERT	Spain	585,252	9/14/1973
PEMSERT	Switzerland	239,868	6/25/1969
PEMSERTER	Australia	A 389,443	3/31/1983
PEMSERTER	Benelux	612262	12/18/1996
PEMSERTER	Canada	534444	10/12/2000
PEMSERTER	European Community	2729663	5/29/2002
PEMSERTER	France	93/462,037	3/31/1993
PEMSERTER	West Germany	1,116,832	1/21/1988
PEMSERTER	Italy	601130	7/13/1993
PEMSERTER	Singapore	T83/01685J	4/4/1983
PEMSERTER	South Korea	123245	1/29/1986
PEMSERTER	Taiwan	647397	7/1/1994
PEMSERTER	Switzerland	507176	12/3/2002
PEM-serter	Great Britain	914,325	9/12/1967
PEM-serter	Israel	56105	10/30/1986
PEM-serter	Mexico	290,525	7/22/1983
PEM-serter	Switzerland	324,714	3/31/1983
PEMSERTER MICRO-MATE	Great Britain	2,295,534	3/15/2002
PEMSTUD	Great Britain	1,019,505	3/17/1975
PENN ENGINEERING	Benelux	303,946	8/20/81
PENN ENGINEERING	France	840,814	8/27/1971

ISSUED TRADEMARKS			
<u>MARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
PENN ENGINEERING	West Germany	895,086	7/7/1972
PENN ENGINEERING	Italy	272,253	5/7/1973
PITTMAN	Japan	2,053,444	6/24/1988
PITTMAN	South Korea	131501	9/30/1986
PITTMAN	Taiwan	322850	4/16/1986
PITTMAN	Europe	2968477	9/9/2004
RECESS	Benelux	348,252	4/27/1978
RECESS	Canada	234,006	6/29/1979
RECESS	France	1,066,493	9/29/1977
SI	Great Britain	1405879	11/22/1989
TRIANGLE per se	France	1,200,750	4/6/1982
TRIANGLE per se	Israel	54016	3/29/1982
TRIANGLE per se	Japan	2208682	1/30/1990

PENDING TRADEMARK APPLICATIONS			
<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
(Design Trademark)	United States		
AE (Stylized)	United States	76/564,293	11/24/03
Atlas	United States	76/607,545	8/18/04
DeltaForm	United States	76/554,667	10/9/03
In Motion	United States	76/590,643	5/3/04
MAE (Stylized)	Europe	3185527	5/29/2003
Motion Express	United States	76/571,227	1/14/04
PennEngineering Fastening Technologies	United States	76/535,533	7/24/03
PennEngineering Motion Technologies	United States	76/627,668	1/12/05
Plus Tite (and design)	United States	76/550,567	9/22/03
QX	United States	76/600,362	6/30/04
ReelFast	United States	76/590,642	5/3/04
V.F.I.	United States	76/600,363	6/30/04

FIRST LIEN TRADEMARK SECURITY
AGREEMENT dated as of May 25, 2005, among PEM
MANAGEMENT, INC., a Delaware corporation (the
“Grantor”) and CREDIT SUISSE, as collateral agent (in
such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of May 25, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PN Merger Sub Inc. (to be merged with and into Penn Engineering & Manufacturing Corp.) (the “Borrower”), PEM Holding Co. (“Holdings”), the lenders party thereto (the “Lenders”), and Credit Suisse, as administrative agent and as Collateral Agent, and (b) the First Lien Guarantee and Collateral Agreement dated as of May 25, 2005 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, Holdings, the subsidiaries of Holdings party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is a Subsidiary of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement and Collateral Agreement, as applicable. Accordingly, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “PTO”) (or any successor office) or any similar offices in any State of the United States or

any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “*Trademarks*”);

(b) all goodwill connected with the use of and symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

provided, however, that the Trademark Collateral shall not include any rights that would, but for this proviso, constitute Trademark Collateral, to the extent, but only to the extent, that the terms thereof expressly or as a matter of law prohibit the pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation by a Grantor of, such item (the “*Excluded Collateral*”), in each case in the manner contemplated hereby, unless a consent thereto shall have been obtained or the pledge, grant of security interest in or lien on or the transfer, assignment or hypothecation by a grantor of such item, is no longer prohibited as a matter of law; *provided, further*, that the Trademark Collateral shall include all rights to Accounts and General Intangibles for money due or to become due under any Excluded Collateral and all other rights as to which any prohibition on such pledge, grant of a security interest in or lien on, or the transfer, assignment or hypothecation of, such item is ineffective, whether under of the New York UCC or otherwise, and shall also include all Proceeds of any such Excluded Collateral (with any such Excluded Collateral deemed to be Trademark Collateral for this purpose); and *provided, further*, that at such time as the grant of a security interest in such Excluded Collateral would no longer result in the forfeiture thereof, or default thereunder, then the Collateral Agent’s security interest therein shall automatically and without any further action attach and become fully effective at that time.

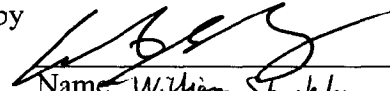
SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted concurrently with, in furtherance and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PEM MANAGEMENT, INC.,

by


Name: *William Shockley*
Title: *President*

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PEM MANAGEMENT, INC.,

by

Name:

Title:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

Name:

Title:


ROBERT HETU
DIRECTOR

by

Name:

Title:


VANESSA GOMEZ
VICE PRESIDENT