

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wire Rope Corporation of America, Inc.		06/17/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Business Credit (USA) Inc.		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	73794346	SAILBRYTE	
Serial Number:	74637887	SAILBRYTE II	
Serial Number:	78317859	TUF-MAX	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
Signature:	/pja/		

CH \$90.00 73794346

Date:

07/07/2005

Total Attachments: 4

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):
Wire Rope Corporation of America, Inc.
609 North Second Street
St. Joseph, MO 64501

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: HSBC Business Credit (USA) Inc.
Internal Address: _____
Street Address: 452 Fifth Avenue
City: New York State: NY ZIP: 10018

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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 conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 17, 2005

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
 City: Washingt 202.783.2700

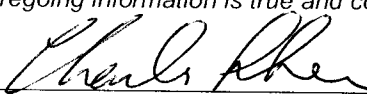
6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90⁰⁰
 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

Charles Scheer  July 1, 2005
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 4

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

WHEREAS, Wire Rope Corporation of America, Inc., a corporation formed under the laws of Delaware, located at 609 North Second Street, St. Joseph, Missouri 64501 ("Borrower"), owns the trademarks and trademark applications shown in the attached Schedule A (the "Trademarks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to HSBC Business Credit (USA) Inc. ("HSBC") and various other financial institutions (collectively, "Lenders") and HSBC as agent for Lenders ("Agent"), pursuant to (i) a certain Third Amended and Restated Loan and Security Agreement, dated as of June 17, 2005, among Agent, Lenders, Borrower, The CIT Group/Business Credit, Inc., as documentation agent, JPMorgan Chase Bank, N.A., as syndication agent and the other Persons named therein as Consolidated Subsidiaries (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") and (ii) a certain Amended and Restated Collateral Trademark Security Agreement, dated as of June 30, 2003, made by Borrower in favor of Agent (as amended, modified, restated or supplemented from time to time, collectively, the "Trademark Security Agreement"; together with the Loan Agreement, the Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower has granted to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Trademarks, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby confirm its previous grant to Agent, for its benefit and for the ratable benefit of Lenders, of a continuing security interest in and to the Trademarks, and recordings and applications therefor, including without limitation the Trademarks and trademark applications listed in Schedule A hereto, which security interest shall secure all the Indebtedness as defined in the Agreements and in accordance with the terms and provisions thereof, which security interest shall be subordinate and junior to the liens or security interests of the Term Loan Agent pursuant to the terms of the Intercreditor Agreement. In accordance with Section 3 of the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby modified to include the Trademarks and trademark applications set forth on Schedule A hereto.

(SIGNATURE PAGE FOLLOWS)

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest granted hereby are more fully set forth in the Agreements.

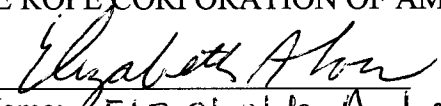
Dated: New York, New York

June 17, 2005

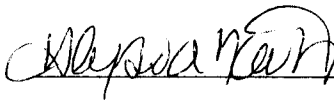
Witness:



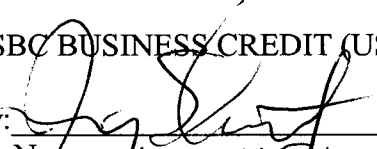
WIRE ROPE CORPORATION OF AMERICA,
INC.

By: 
Name: Elizabeth A. Low
Its: Chief Financial Officer

Witness:



HSBC BUSINESS CREDIT (USA) INC., as Agent

By: 
Name: Jimmy Schwartz
Its: Vice President

SCHEDULE A

Schedule A to Supplemental Trademark Security Agreement dated June 17, 2005, by and between Wire Rope Corporation of America, Inc. and HSBC Business Credit (USA) Inc., as Agent.

APPLICATION
OR TRADEMARK NO.

73/794346
74/637887
78/317859

ISSUE OR
FILING DATE

4/20/89
02/24/95
10/23/03

TITLE

Sailbryte
Sailbryte II
Tuf-Max