

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/01/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Diamond Chain Company, Inc.		10/01/2005	CORPORATION: DELAWARE
Griffin Wheel Company, Inc.		10/01/2005	CORPORATION: DELAWARE
Griffin Pipe Products Co., Inc.		10/01/2005	CORPORATION: DELAWARE
Burgess-Norton Mfg. Co., Inc.		10/01/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Citicorp USA, Inc.
Street Address:	370 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Serial Number:	76641731	FERRO-MAG
Serial Number:	76642783	SOFT MAGNETIC COMPOSITES
Serial Number:	76638566	AMSTED
Registration Number:	1132076	BURGESS-NORTON
Registration Number:	1492583	DEKA-LOK
Registration Number:	1518663	PERFECTLAP
Registration Number:	2158769	QUALI-DENSE
Registration Number:	1619446	QUALI-SINT
Registration Number:	1452936	
Registration Number:	442375	DIAMOND

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Registration Number:	2466116	DIAMOND ACE
Registration Number:	238186	
Registration Number:	628218	
Registration Number:	625279	DIAMOND
Registration Number:	211419	DIAMOND
Registration Number:	2897894	DUST STOPPER
Registration Number:	2437280	NOTHING OUTLASTS A DIAMOND
Registration Number:	780240	
Registration Number:	1439823	RING LEADER
Registration Number:	2390562	
Registration Number:	1418181	RSC
Registration Number:	1563035	SAPPHIRE
Registration Number:	1016256	DL
Registration Number:	752031	DURALUBE
Registration Number:	703898	MICROPITCH
Registration Number:	713467	TUF-FLEX
Registration Number:	1115600	XDL
Registration Number:	2283075	GRIFFIN
Registration Number:	2283076	GRIFFIN-20
Registration Number:	2064429	H SEWER SAFE
Registration Number:	1631518	
Registration Number:	611706	GRIFFIN
Registration Number:	705877	
Registration Number:	750768	GRIFFIN
Registration Number:	2444398	CHAIN OF COMMAND

**CORRESPONDENCE DATA**

Fax Number: (646)848-7917  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-7917  
Email: jharris@shearman.com  
Correspondent Name: W. Tucker McCrady  
Address Line 1: 599 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	48/310
NAME OF SUBMITTER:	W. Tucker McCrady

Signature:	/W. Tucker McCrady/
Date:	10/05/2005
<b>Total Attachments: 7</b> source=AMSTED - IPSA FILING#page1.tif source=AMSTED - IPSA FILING#page2.tif source=AMSTED - IPSA FILING#page3.tif source=AMSTED - IPSA FILING#page4.tif source=AMSTED - IPSA FILING#page5.tif source=AMSTED - IPSA FILING#page6.tif source=AMSTED - IPSA FILING#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated October 1, 2005, is made by the Persons listed on the signature pages hereof (the "*Grantors*") in favor of Citicorp USA, Inc. ("*CUSA*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, AMSTED Industries Incorporated, a Delaware corporation, has entered into a Credit Agreement dated as of August 13, 1999 (as amended by Amendment No. 1 thereto dated as of August 25, 2000, Amendment No. 2 thereto dated as of November 30, 2001 and Amendment No. 3 thereto dated as of December 6, 2002, as amended and restated by the Amended and Restated Credit Agreement dated as of August 19, 2003, and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citicorp North America, Inc., as Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered that certain Security Agreement dated as of September 29, 2000 made by the Grantors and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantors and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantors and such other Persons have executed and delivered that certain Intellectual Property Security Agreement made by the Grantors and such other Persons to the Collateral Agent dated as of September 29, 2000 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantors have granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties and have agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Confirmation of Grant of Security. The Grantors hereby acknowledge and confirm the grant of a security interest to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantors' right, title and interest in and to the following (the "*Additional Collateral*");

- (i) The United States patents and patent applications set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) The United States trademark and service mark registrations and applications therefor set forth in Schedule A hereto (the “*Trademarks*”);

(iii) The United States copyright registrations and applications set forth in Schedule A hereto (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Supplement to Security Agreement and IP Security Agreement. Schedule V to the Security Agreement and Schedules A, B and C to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.


SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Director of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.


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IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


BURGESS-NORTON MFG. CO., INC.

By:   
Name: M. J. Hower  
Title: Vice President


DIAMOND CHAIN COMPANY, INC.

By:   
Name: M. J. Hower  
Title: Vice President

GRIFFIN PIPE PRODUCTS CO., INC.

By:   
Name: M. J. Hower  
Title: Vice President

GRIFFIN WHEEL COMPANY, INC.

By:   
Name: M. J. Hower  
Title: Vice President

SCHEDULE A

PATENTS AND TRADEMARKS

PATENTS

BURGESS-NORTON MFG. CO., INC.

*Issued Patents*

Case #	Patent #	Issue Date
6137	5,858,415	1/12/1999
6194	6,134,786	10/24/2000
6195	6,200,525	3/12/2001
6196	6,267,574	7/31/2001
6236	6,629,595	10/7/2003

*Pending Patents*

Case #	Application #	Filing Date
6264	10/794,627	3/8/2004

DIAMOND CHAIN COMPANY, INC.

*Issued Patents*

Case #	Patent #	Issue Date
6156	6,029,342	2/29/2000
6164	5,865,021	2/2/1999

*Pending Patents*

Case #	Application #	Filing Date
6241	11/085,019	3/21/2005

GRIFFIN PIPE PRODUCTS CO., INC.

*Issued Patents*

Case #	Patent #	Issue Date
6027	5,037,144	8/6/1991
6037	5,037,600	8/6/1991
6037DIV	5,271,974	12/21/1993
6089	5,427,604	6/27/1995
6109	5,585,141	12/17/1996
6109DIV	5,955,162	9/21/1999
6179	6,090,180	7/18/2000
6183	6,149,376	11/21/2000
6202	6,397,923	6/4/2002
6211	6,425,436	7/30/2002

*Pending Patents*

None

GRIFFIN WHEEL COMPANY, INC.

*Issued Patents*

Case #	Patent #	Issue Date
5860	4,825,772	5/2/1989
5891	4,679,447	7/14/1987
5915	4,719,793	1/19/1988
5938	4,809,883	3/7/1989
6063	5,158,416	10/27/1992
6070	5,209,021	5/11/1993
6070DIV	5,319,892	6/14/1994
6073	5,238,216	8/24/1993
6100	5,333,926	8/2/1994
6134	5,574,233	11/12/1996
6140	5,905,752	5/18/1999
6140DIVA	5,987,051	11/16/1999
6140DIVB	6,136,068	10/24/2000
6140DIVC	6,301,285	10/9/2001
6142	5,864,065	1/26/1999
6146	5,823,357	10/20/1998
6160	6,081,545	6/27/2000
6161	6,506,337	1/14/2003
6162	5,964,272	10/12/1999
6163	5,891,266	4/6/1999
6165	5,938,516	8/17/1999
6167	6,058,622	5/9/2000
6169	5,919,392	7/6/1999
6190	6,216,362	4/17/2001
6205	6,261,043	7/17/2001
6207	6,719,502	4/13/2004
6216	6,318,445	11/20/2001
6221	6,783,610	8/31/2004
6243	6,932,144	8/23/2005

*Pending Patents*

Case #	Application #	Filing Date
6255	10/845,898	4/29/2004

TRADEMARKS

BURGESS-NORTON MFG. CO., INC.

*Issued Trademarks*

Mark	Registration #	Issued Date
Burgess-Norton	1,132,076	4/1/1980
Deka-Lok	1,492,583	6/14/1998
Perfectlap	1,518,663	1/3/1989
Quali-Dense	2,158,769	5/19/1998
Quali-Sint	1,619,446	10/30/1990



*Pending Trademarks*

Mark	Registration #	Filing Date
Ferro-Mag	76/641,731	6/27/2005
Soft Magnetic Composite	76/642,783	7/13/2005

DIAMOND CHAIN COMPANY, INC.

*Issued Trademarks*

Mark	Registration #	Issued Date
Chain of Command	2,444,398	4/17/2001
Design of Diamond on Horizon Field	1,452,936	8/18/1987
Diamond & Figure Design	442,375	4/5/1949
Diamond Ace	2,466,116	7/3/2001
Diamond Design	238,186	9/24/1927
Diamond Design	628,218	6/5/1956
Diamond Word	625,279	4/14/1956
Diamond Word	211,419	4/13/1926
Dust Stopper (Stylized O Version)	2,897,894	10/26/2004
Nothing Outlasts a Diamond	2,437,280	3/20/2001
Rhombus & Bar Design	780,240	11/17/1964
Ring Leader	1,439,823	5/19/1987
Roller Chain Link Plate with Beveled Edge Design	2,390,562	9/26/2000
RSC	1,418,181	11/25/1986
Sapphire	1,563,035	10/31/1989
DL	1,016,256	7/22/1975
Duralube	752,031	7/2/1963
Micropitch	703,898	9/6/1960
Tuf-Flex	713,467	4/4/1961
XDL	1,115,600	3/27/1979

*Pending Trademarks*

Mark	Registration #	Filing Date
AMSTED	76/638,566	5/13/2005

GRIFFIN PIPE PRODUCTS CO., INC.

*Issued Trademarks*

Mark	Registration #	Issued Date
Griffin	2,283,075	10/5/1999
Griffin-20	2,283,076	10/5/1999
H2 Sewer Safe	2,064,429	5/27/1997

*Pending Trademarks*

None

GRIFFIN WHEEL COMPANY, INC.

*Issued Trademarks*

Mark	Registration #	Issued Date
Concentric Circle Design	1,631,518	1/15/1991
Griffin	611,706	9/6/1955
Griffin Animal Design (only)	705,877	10/18/1960
Griffin	750,768	6/11/1963

*Pending Trademarks*

None

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