

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

PFI, LLC

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

Citizenship (see guidelines) RI

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Bank, National Association

Internal

Address: _____

Street Address: 300 Commercial Street

City: Boston

State: MA

Country: US Zip: 02109

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 8/4/05

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

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

A. Trademark Application No.(s)

76/531,539

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis Hwy
Suite 1007

City: Arlington

State: VA Zip: 22202

Phone Number: 703-415-1555

Fax Number: 703-415-1557

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 19-3545
Authorized User Name Christopher E. Kondracki

9. Signature:

Christopher E. Kondracki
Signature

September 1, 2005
Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 193545 76531539

AMENDMENT TO
PATENT AND TRADEMARK
SECURITY AGREEMENT

This Amendment to Patent and Trademark Security Agreement (the "Amendment") is made as of the 7 day of August, 2005 by and between

PFL, LLC (the "Borrower"), a Rhode Island limited liability company, having its principal place of business at 327 Pine Street, Pawtucket Rhode Island 02862, and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent (the "Agent"), a national banking association, successor by merger with Wells Fargo Business Credit, Inc., having a place of business at 300 Commercial Street, Boston, Massachusetts 02109, as Agent for itself and other lenders party to that certain Amended and Restated Credit and Security Agreement of even date (the "Credit Agreement")

in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, the Borrower executed and delivered a certain Patent and Trademark Security Agreement dated as of June 27, 2002 in favor of Wells Fargo Business Credit, Inc. the (the "Security Agreement") and filed with the United States Trademark Office in Reel 2546, Frame 0929 pursuant to which the Borrower pledged, assigned and granted a security interest in favor of the Bank in certain Trademarks (as defined therein); and

WHEREAS, on this date among others, the Borrower and the Agent have agreed to enter into the Credit Agreement which amends and restates in its entirety that certain Credit Agreement dated as of June 27, 2002 by and between the Borrower and Wells Fargo Business Credit, Inc.;

WHEREAS, the Borrower and the Agent desire to enter into this Amendment.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Security Agreement.
2. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Trademarks set forth on Exhibit A, annexed hereto and incorporated herein by reference.
3. Miscellaneous.
 - a. Except as provided herein, all terms and conditions of the Security Agreement remain in full force and effect. The Borrower hereby ratifies, confirms and

reaffirms all of the representations, warranties and covenants therein contained, including, without limitation, the grant of the security interest in favor of the Agent, for the ratable benefit of the Lenders in and to all existing and hereafter acquired Trademarks.

- b. This Amendment may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed shall be an original and all which together shall constitute one instrument.
- c. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Borrower"

PFI, LLC

By: [Signature]

Name: Benjamin Procter

Title: Vice President

"Agent"

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

“Borrower”

PFI, LLC

By: _____

Name: _____

Title: _____

“Agent”

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Arthur C. Hobbs*

Name: *Arthur C. Hobbs*

Title: *President, Vice President*

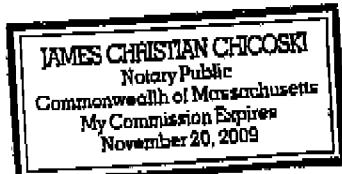
740589.1

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

August 4, 2005

Then personally appeared the above named Benjamin P. Procter, the Vice President of PFI, LLC and acknowledged the foregoing to be the free act and deed of PFI, LLC, before me,



[Signature]
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

August 4, 2005

Then personally appeared the above named _____, the _____ of Wells Fargo Bank, National Association, and acknowledged the foregoing to be the free act and deed of Wells Fargo Bank, National Association, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss

August____, 2005

Then personally appeared the above named _____, the _____ of PFI, LLC and acknowledged the foregoing to be the free act and deed of PFI, LLC, before me,


Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Sutcliffe, ss

August 4, 2005

Then personally appeared the above named Arthur C. Flohr, the Assistant Vice President of Wells Fargo Bank, National Association, and acknowledged the foregoing to be the free act and deed of Wells Fargo Bank, National Association, before me,



Notary Public Thomas C. Peter
My Commission Expires: 11/10/09

EXHIBIT

Trademarks	Registration Number	Registration Date	Serial Number	Application Date
P	1,938,649	11/28/1995		
PMC	1,675,685	03/30/1993		
Vertex Fasteners		<i>76/53, 339</i>	<i>76/531,39</i>	5/02/2003
www.vertexfasteners.com				04/20/2004

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