

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scot, Incorporated		12/14/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2905695	CAST	
Serial Number:	76512821	SCOT	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1620780		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$65.00 2905695

Date:

12/19/2005

Total Attachments: 4

source=1979497#page1.tif

source=1979497#page2.tif

source=1979497#page3.tif

source=1979497#page4.tif

TRADEMARK COLLATERAL AGREEMENT

This 14th day of December, 2005, Scot, Incorporated, a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 2525 Curtiss Street, Downers Grove, Illinois 60515, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris N.A., a national banking association with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto, or by reason of injury to the goodwill associated with any such trademark or trademark registration, together with the right to sue for and collect said damages;

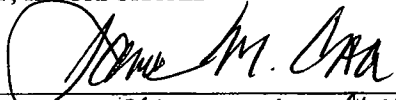
to secure performance of all Obligations of Debtor, SMS Industries, Inc., a Delaware corporation (the "*Borrower*"), and any debtor party to that certain Security Agreement bearing even date herewith between Debtor, Borrower and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SCOT, INCORPORATED

By 
Name JAMES M. NOEL
Title VP-FINANCE & TREASURER

HARRIS N.A.

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SCOT, INCORPORATED

By _____
Name _____
Title _____

HARRIS N.A.

By William P. Robin
Name WILLIAM P. ROBIN
Title V. P.

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

A. TRADEMARKS

NAME OF MARK	U.S. REGISTRATION NUMBER	REGISTRATION DATE
CAST Tester	2,905,695	11/30/2004

B. TRADEMARK APPLICATIONS

NAME OF MARK	APPLICATION NUMBER	FILING DATE
SCOT	76512821	5/08/2003