

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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10/03/2005
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MPI International, Inc.		09/30/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0964976	MPI	
CORRESPONDENCE DATA			
Fax Number:	(212)556-2222		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212827-4393		
Email:	jwilliams@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	JW/C YOUNG 4880 9631 9089		
NAME OF SUBMITTER:	J Williams, C Young 4880 9631 9089		
Signature:	/J Williams, C Young 4880 9631 9089/		
Date:	10/03/2005		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2005, is made by MPI International, Inc., a Michigan corporation ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PPI SUB-HOLDINGS, INC., a Delaware corporation ("PPI"), MPI INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("MPI"), PRECISION PARTS INTERNATIONAL SERVICES CORP., a Delaware corporation ("Services"), PRECISION GEAR HOLDINGS, INC., a Delaware corporation ("PGH"), and SKILL TOOL & DIE HOLDINGS, CORP., a Delaware corporation ("Skill") and, together with PPI, MPI, Services and PGH, the "Borrowers"), Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors (other than the Borrowers) have agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its trademark and/or service mark registrations and applications referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing; and

- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark registration and application
- (d) except that no security interest shall be granted in any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between the terms and conditions of this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MPI International, Inc.
as Grantor

By: Maria Bunn

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

M P I International, Inc.
as Grantor

By: _____

Name: _____

Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: Matthew D. Liepert

Name: Matthew D. Liepert

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

On this 29th day of September, 2005 before me personally appeared Michael T. Bryant, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MPI International, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 2009

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. **TRADEMARKS**

MPI, U.S. Registration No. 0964976, Registration Date 7/31/73

2. **TRADEMARK APPLICATIONS**

None.