

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RADIAC ABRASIVES, INC.		02/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT
Street Address:	500 WEST MONROE
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1163445	RADIAC
Registration Number:	1895901	RADIAC
Registration Number:	763738	NATIONAL
Registration Number:	1085900	RAILMASTER
Registration Number:	433412	NATALITE
Registration Number:	433415	ONALON
Registration Number:	433414	ONALITE
Registration Number:	393093	POR-OS-WAY
Registration Number:	1704565	HYPOR-CUT

CORRESPONDENCE DATA

Fax Number: (312)577-4679
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778348
 Email: rakhee.verma@kattenlaw.com

CH \$240.00 1163445

Correspondent Name: Rakhee Verma
Address Line 1: 525 West Monroe, Suite 1800
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

207170-00209

NAME OF SUBMITTER:

Rakhee Verma

Signature:

/Rakhee Verma/

Date:

02/14/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 10, 2006, is between **RADIAC ABRASIVES, INC.**, a Delaware corporation (the "Grantor"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, Grantor, owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, as Agent, for the benefit of Lenders, and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Borrower Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows.]


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

RADIAC ABRASIVES, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

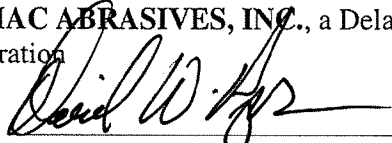
Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: _____
Title: **Michael P. King**
Managing Director

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

RADIAC ABRASIVES, INC., a Delaware corporation

By: 

Name: David W. Pryor

Title: President

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Title: _____

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
Radiac	1,163,445	08/04/81
Radiac	1,895,901	05/30/95
National	763,738	01/28/64
Railmaster	1,085,900	02/21/78
Natalite	433,412	10/14/47
Onalon	433,415	10/14/47
Onalite	433,414	10/14/47
Por-os-way (stylized)	393,093	01/27/42
Hypor-cut	1,704,565	08/04/92

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>COUNTRY</u>
Radiac	252,933	Canada
	2104113	Gr. Britain
	100,342	Ireland
	378,337	Italy
	2,084,131	Germany

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.