

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
Xaloy Incorporated		03/20/2006	CORPORATION: DELAWARE

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: 15

Property Type	Number	Word Mark
Registration Number:	335877	XALOY
Registration Number:	863812	XALOY
Registration Number:	2041802	X-102
Registration Number:	2041803	X-306
Registration Number:	2041798	X-309
Registration Number:	2041801	X-800
Registration Number:	1441782	X-830
Registration Number:	1424589	XALOY 309
Registration Number:	1622081	XALOY 102
Registration Number:	2105003	XALOY 800
Registration Number:	2995819	EASYMELT
Registration Number:	2041800	BM-58
Registration Number:	2041799	BM-32
Registration Number:	1405494	X-PSI

CH \$390.00 335877

Registration Number:	1315415	BIMEX
----------------------	---------	-------

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

ATTORNEY DOCKET NUMBER:	207170-00211
-------------------------	--------------

NAME OF SUBMITTER:	Rakhee Verma
--------------------	--------------

Signature:	/Rakhee Verma/
------------	----------------

Date:	03/21/2006
-------	------------

Total Attachments: 7
source=TM - XaloyGE#page1.tif
source=TM - XaloyGE#page2.tif
source=TM - XaloyGE#page3.tif
source=TM - XaloyGE#page4.tif
source=TM - XaloyGE#page5.tif
source=TM - XaloyGE#page6.tif
source=TM - XaloyGE#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 20, 2006, is between **XALOY INCORPORATED**, 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

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 renewals 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; and

(2) all 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.

XALOY INCORPORATED, a Delaware corporation

By: 

Name: WALTER G COX, JR

Title: Chief Executive Officer

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: _____

Name: _____

Its Duly Authorized Signatory


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.

XALOY INCORPORATED, a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a ~~Delaware~~ corporation, as Agent

By:  _____
Name: Don Kod _____
Its Duly Authorized Signatory

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
XALOY (stylized)	335,877	6/16/36
XALOY (stylized)	863,812	1/21/69
X-102	2,041,802	3/4/97
X-306	2,041,803	3/4/97
X-309	2,041,798	3/4/97
X-800	2,041,801	3/4/97
X-830	1,441,782	6/9/87
XALOY-309 (stylized)	1,424,589	1/13/87
XALOY-102	1,622,081	11/13/90
XALOY-800 (stylized)	2,105,003	10/14/97
EASYMELT	2,995,819	9/13/05
BM-58	2,041,800	3/4/97
BM-32	2,041,799	3/4/97
X-PSI	1,405,494	8/19/86
BIMEX	1,315,415	1/22/85

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>COUNTRY</u>
XALOY (and Design)	225,278	Australia
XALOY (and Design)	69,111	Benelux
XALOY	7,089,414	Brazil
XALOY (stylized)	50,391	Finland
XALOY (stylized)	1,686,864	France
XALOY (stylized)	711,813	Germany
XALOY (stylized)	788,676	Italy
XALOY (stylized)	4,068,106	Japan
XALOY (stylized)	400,129,895	Republic of Korea
XALOY (stylized)	207,230	Mexico
XALOY (stylized)	286,546	Switzerland
XALOY (stylized)	424,496	Taiwan
XALOY	762,600	United Kingdom
XALOY (stylized)	92580-F	Venezuela
XALOY & DEVICE	512,315	Spain

Xaloy Incorporated
CHI:1670809.2

TRADEMARK
REEL: 003273 FRAME: 0575

XALOY (Block w/Chinese characters)	3,838,376	China (Peoples Republic)
XALOY (Block w/Chinese characters)	3,838,377	China (Peoples Republic)
XALOY (stylized)	243,738	Canada
XALOY (stylized)	1,080,004	United Kingdom
XALOY & DEVICE	204,631	Australia
XALOY 102	484,062	Benelux
XALOY 102	1,181,628	Germany
XALOY 102	915,940	Italy
XALOY 102	604,844	Italy
XALOY 102	2,550,513	Japan
XALOY 102	383,863	Switzerland
XALOY 306	4,452,593	Japan
XALOY 309 (stylized)	348,514	Canada
XALOY 309 (stylized)	1,124,371	Germany
XALOY 309 (stylized)	2,072,136	Japan
XALOY 309 (stylized)	400,138,385	Republic of Korea
XALOY 800 (stylized)	403,691	European Community
XALOY 800 (stylized)	4,250,416	Japan
XALOY 800S	485,502	Benelux
XALOY 800S	2,550,514	Japan
XALOY 800S	383,862	Switzerland
XALOY BM-32	4,384,293	Japan
XALOY BM-58	4,384,294	Japan
XALOY BM-63	4,452,592	Japan
X-102	278,275	European Community
X-306	272,286	European Community
X-309	272,294	European Community
X-800	272,369	European Community
X-830	400,148,364	Republic of Korea
BM-58	278,192	European Community
BM-32	279,463	European Community
X-PSI	331,174	Canada
X-PSI	343,560	Switzerland
LINK	512,315M	Spain
BIMEX	4,758,231	European Community

U.S. TRADEMARK APPLICATIONS

None.

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.