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
Jeffrey Chain, L.P.		03/30/2006	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	First Tennessee Bank National Association
Street Address:	165 Madison Avenue
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38103
Entity Type:	Association:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2051251	HSC
Registration Number:	2049571	HYDRO-SERVICE
Registration Number:	962446	EXCEL
Registration Number:	700481	MSL
Registration Number:	359563	PERDURO
Registration Number:	832876	PERMACLAD
Registration Number:	1088004	81 ET
Registration Number:	1088003	81 X
Registration Number:	1513329	WHITNEY
Registration Number:	1470424	SDRC
Registration Number:	1764043	JEFFREY CHAIN
Registration Number:	1764044	WHITNEY CHAIN
Registration Number:	1802554	PERMAWELD

CH $390.00 2051251

Registration Number:	2468917	CHAINSAVER
Registration Number:	2442859	STEELCARVE

CORRESPONDENCE DATA

Fax Number: (615)742-0410

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 615-742-7760

Email: trademarks@bassberry.com

Correspondent Name: Robert L. Brewer

Address Line 1: 315 Deaderick Street

Address Line 2: Suite 2700

Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:	102162-345
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	04/07/2006

Total Attachments: 25
source=Mar302006 632#page1.tif
source=Mar302006 632#page2.tif
source=Mar302006 632#page3.tif
source=Mar302006 632#page4.tif
source=Mar302006 632#page5.tif
source=Mar302006 632#page6.tif
source=Mar302006 632#page7.tif
source=Mar302006 632#page8.tif
source=Mar302006 632#page9.tif
source=Mar302006 632#page10.tif
source=Mar302006 632#page11.tif
source=Mar302006 632#page12.tif
source=Mar302006 632#page13.tif
source=Mar302006 632#page14.tif
source=Mar302006 632#page15.tif
source=Mar302006 632#page16.tif
source=Mar302006 632#page17.tif
source=Mar302006 632#page18.tif
source=Mar302006 632#page19.tif
source=Mar302006 632#page20.tif
source=Mar302006 632#page21.tif
source=Mar302006 632#page22.tif
source=Mar302006 632#page23.tif
source=Mar302006 632#page24.tif
source=Mar302006 632#page25.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated March 30, 2006, is made and entered into on the terms and conditions hereinafter set forth, by and between JEFFREY CHAIN, L.P., a Delaware limited partnership ("Debtor"), and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party").

1. Definitions and Index of Definitions.

(a) In addition to terms defined elsewhere herein, the following terms as used in this Agreement shall have the indicated meanings (terms defined in the singular to have the same meaning when used in the plural, and vice versa, unless otherwise expressly indicated):

"Agreement" has the meaning assigned to such term in the preamble.

"Collateral" means the properties, assets and rights of the Debtor in which a security interest is granted and created pursuant to Section 2.

"Default" means any event, occurrence or state of facts that constitutes an Event of Default, but without regard for whether any requirement for the giving of notice (and, if applicable, an opportunity to cure), the lapse of time, or both, has been satisfied.

"Default Rate" means the greatest default rate of interest provided in the Loan Documents (if none, then the maximum rate of interest from time to time allowed to be charged by applicable law).

"Event of Default" means "Event of Default" as defined in the Loan Agreement..

"Lenders" shall mean the "Lenders" as defined in the Loan Agreement.

"Loan Agreement" means the Revolving Credit and Term Loan Agreement of even date with this Agreement between Debtor, as the borrower, and Secured Party, as the lender.

"Loan Documents" shall mean the "Loan Documents" as defined in the Loan Agreement.

"Obligations" shall have the meaning assigned to such term in the Loan Agreement.

"Revised Article 9" means, as to any jurisdiction, Article 9 of the UCC as in effect following such jurisdiction's adoption of the 1999 Official Text of

Article 9 of the UCC, as promulgated or approved by the National Conference of Commissioners on Uniform State Laws and the American Law Institute (including any variations in such official text adopted by such jurisdiction).

"UCC" means, as to any jurisdiction at any time, the Uniform Commercial Code in effect in that jurisdiction at such time. If no time is specified, "UCC" shall mean the Uniform Commercial Code as in effect in such jurisdiction(s) from time to time. If no jurisdiction is specified, "UCC" shall mean the Uniform Commercial Code as in effect in any relevant jurisdiction.

(b) Regardless of whether capitalized herein, terms used herein that are defined or otherwise used in Revised Article 9 of the Tennessee UCC have the same meanings herein, unless the context otherwise requires. Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

2. Creation of Security Interest. As security for the Obligations, the Debtor hereby grants to and creates in favor of the Secured Party a security interest in the following properties, assets and rights of the Debtor, whether now owned or hereafter acquired or arising, and wherever located:

(a) accounts,

(b) chattel paper,

(c) deposit accounts,

(d) documents,

(e) equipment,

(f) fixtures,

(g) general intangibles,

(h) goods not otherwise described herein with greater particularity,

(i) instruments,

(j) inventory,

(k) investment property,

(l) letter-of-credit rights,

(m) money,

TRADEMARK
REEL: 003284 FRAME: 0965

(n) oil, gas and other minerals, including as-extracted collateral.

3. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file, in any jurisdiction, financing statements (including any amendments thereto) that cover the Collateral and that (a) indicate the Collateral as all assets of the Debtor or words of similar effect, or as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by the UCC for the sufficiency or filing office acceptance of any initial financing statement or amendment, including (1) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor and, (2) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon request.

4. Other Actions Regarding Attachment, Perfection and Priority.

(a) Promissory Notes and Tangible Chattel Paper. If the Debtor at any time shall hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party from time to time may specify.

(b) Deposit Accounts. For each deposit account that the Debtor at any time opens or maintains, the Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (1) cause the depositary bank to agree to comply at any time with instructions from the Secured Party to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Debtor, or (2) arrange for the Secured Party to become the customer of the depositary bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account; provided, however, the Secured Party agrees that is will not request such an agreement unless an Event of Default has occurred and is continuing. The Secured Party further agrees with the Debtor that the Secured Party shall not give any such instructions or withhold any withdrawal rights from the Debtor unless an Event of Default has occurred and is continuing or, after giving effect to any withdrawal not otherwise permitted by the Loan Agreement, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Debtor, the depositary bank and the Secured Party have entered into a cash collateral agreement specially negotiated among the Debtor, the depositary bank and the Secured Party for the specific purpose set forth therein, (ii) deposit accounts for which the Secured Party is the depositary and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

TRADEMARK
REEL: 003284 FRAME: 0966

(c) Investment Property. If the Debtor shall at any time hold or acquire any certificated securities, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in favor of the Secured Party or in blank, all as the Secured Party from time to time may specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (1) cause the issuer to agree to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (2) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, as applicable, in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. The Secured Party agrees with the Debtor that the Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred and is continuing or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Agreement, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary.

(d) Collateral in the Possession of a Third Party. If any goods constituting Collateral at any time are in the possession of a third party, the Debtor shall promptly notify the Secured Party thereof and, if requested by the Secured Party, shall promptly obtain an acknowledgement from such person, in form and substance satisfactory to the Secured Party, that such person holds such Collateral for the benefit of the Secured Party and shall act upon the instructions of the Secured Party, without the further consent of the Debtor; provided, however, that this section shall not apply to (i) consigned inventory of Debtor or (ii) Collateral that is work-in-process of the Debtor or that has been delivered to a third party in connection with maintenance and/or repair work being performed on such Collateral in the ordinary course of business. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions unless an Event of

TRADEMARK
REEL: 003284 FRAME: 0967

Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to the third party.

(e) Electronic Chattel Paper and Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly notify the Secured Party thereof and, at the request of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control under UCC §9-105 of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Secured Party agrees with the Debtor that the Secured Party will arrange, pursuant to procedures satisfactory to the Secured Party and so long as such procedures will not result in the Secured Party's loss of control, for the Debtor to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to such electronic chattel paper or transferable record.

(f) Letter-of-Credit Rights. If the Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of the Debtor, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (1) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Secured Party of the proceeds of any drawing under the letter of credit or (2) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied as provided in the Loan Agreement.

(g) Commercial Tort Claims. If the Debtor at any time shall hold or acquire a commercial tort claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

(h) Patents, Trademarks, Etc. Debtor represents that it is the sole holder of the patents, trademarks and other intellectual property identified on Schedule 4(h) attached hereto, and that the patents, trademarks and other intellectual property identified on Schedule 4(h) are free and clear of any and all liens and encumbrances (other than any

TRADEMARK
REEL: 003284 FRAME: 0968

liens in existence that are in favor of Secured Party). If the Debtor at any time shall hold or acquire any patents, patent rights, trademarks, trademark rights, service marks or service mark rights, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and execute and deliver to the Secured Party an assignment of the same, together with the goodwill appurtenant thereto, all in form and substance satisfactory to the Secured Party. The Debtor also will cause such assignment to be recorded or filed in the United States Patent and Trademark Office and in such other public offices as the Secured Party shall specify. Neither the execution and delivery of such assignment nor anything contained therein shall be deemed to prevent or extend the time of attachment or perfection of any security interest in such Collateral created hereby.

(i) Copyrights, Etc. If the Debtor at any time shall hold or acquire any material copyrights or other rights in and to material copyrightable works, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and execute and deliver to the Secured Party for recording in the United States Copyright Office (the "Copyright Office") a memorandum of grant of security interest in the same, identified, where applicable, by title, author or Copyright Office registration number and date, all in form and substance satisfactory to the Secured Party. The Debtor also will cause such assignment to be recorded or filed in the Copyright Office and in such other public offices as the Secured Party shall specify. Neither the execution and delivery of such memorandum nor anything contained therein shall be deemed to prevent or extend the time of attachment or perfection of any security interest in such Collateral created hereby.

(j) Other Actions as to Any and All Collateral. The Debtor further agrees to take any other action reasonably requested by the Secured Party to insure the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including (i) authorizing, executing (to the extent that the Debtor's signature is required), delivering and filing financing statements and amendments relating thereto under the UCC, (ii) causing the Secured Party's name to be noted as secured party on any certificate of title for titled goods if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iii) complying with any provision of any statute, rule, regulation or treaty of any jurisdiction as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iv) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (v) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (vi) taking all actions required by any earlier versions of the UCC or by other law, as applicable in any relevant jurisdiction.

TRADEMARK
REEL: 003284 FRAME: 0969

5. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party as follows:

(a) The Debtor is a duly organized and validly existing limited partnership. The execution and delivery of this Agreement and the performance and observance of the obligations of the Debtor hereunder are within the power of the Debtor and have been duly authorized by all necessary action on the part of the Debtor properly taken. This Agreement is a legal, valid and binding obligation of the Debtor and is enforceable against the Debtor in accordance with its terms.

(b) Intentionally deleted.

(c) The Debtor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement and the Permitted Encumbrances (as such term is defined in the Loan Agreement).

(d) None of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral.

(e) None of the Collateral constitutes, or consists of proceeds of, farm products, timber to be cut or as-extracted collateral.

(f) The Debtor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

6. Covenants and Agreements. The Debtor hereby covenants and agrees with the Secured Party as follows:

(a) The Debtor will pay, or cause to be paid, to the Secured Party the Obligations as and when the same shall be due and payable, whether at maturity, by acceleration or otherwise, and will promptly perform all of the Debtor's obligations under this Agreement, the Loan Agreement and the other Loan Documents to which it is a party.

(b) Without providing at least thirty (30) days' prior written notice to the Secured Party, the Debtor will not change its name, its place of business (or, if it has more than one place of business, its chief executive office), its mailing address or its organizational identification number, if any. If the Debtor does not have an organizational identification number and later obtains one, the Debtor shall promptly notify the Secured Party of such organizational identification number. The Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

TRADEMARK
REEL: 003284 FRAME: 0970

(c) The Collateral, to the extent possession thereof is not delivered to the Secured Party, will be kept at the following locations: Morristown, Tennessee; Stockton, California, and Hebron, Kentucky. The Debtor will not remove the Collateral from such locations without providing at least thirty (30) days' prior written notice to the Secured Party; provided, however, that this section shall not apply to (i) consigned inventory of Debtor or (ii) Collateral that is work-in-process of the Debtor or that has been delivered to a third party in connection with maintenance and/or repair work being performed on such Collateral in the ordinary course of business.

(d) Except for the security interest herein granted and encumbrances permitted by the Loan Agreement, the Debtor shall be the owner of or have other rights in the Collateral free from any lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party.

(e) The Debtor shall not (i) create, grant or suffer to exist any lien or other encumbrance on or security interest in the Collateral in favor of any person other than the Secured Party , except for encumbrances permitted by the Loan Agreement , (ii) permit any of the Collateral to be levied upon under any legal process, (iii) permit anything to be done that may impair the security intended to be afforded by this Agreement, nor (iv) permit any tangible Collateral to become attached to or commingled with other goods without the prior written consent of the Secured Party.

(f) The Debtor will keep the Collateral in good order and repair, will not permit anything to be done that may materially impair the value of any of the Collateral and will not use the same in violation of law or any policy of insurance thereon.

(g) Subject to any applicable limitations provided in the Loan Agreement, the Secured Party and its representatives will be permitted to make any examination, inspection, verification or audit of the Collateral that the Secured Party deems necessary or proper. All reasonable expenses incurred by the Secured Party in making such examination, inspection, verification or audit shall be reimbursed by the Debtor upon the Secured Party's demand and shall constitute a part of the Obligations until fully reimbursed.

(h) The Debtor will pay (i) promptly when due, all costs of and taxes on the filing of financing statements, continuation statements, termination statements and any other publicly filed documents with respect to the security interests created hereby, (ii) prior to delinquency, all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (iii) upon demand by the Secured Party, any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights under or in respect of this Agreement, any of the Obligations or any of the Collateral, and (iv) upon demand by the Secured Party, interest on any amounts due and owing from the Debtor to the Secured Party hereunder, from the date due until paid, at the Default Rate.

TRADEMARK
REEL: 003284 FRAME: 0971

(i) The Debtor will not allow any of the Collateral to be attached to real estate in such manner as to become a fixture or a part of any real estate except to the extent all actions pursuant to Section 3 and paragraph 4(j) shall have been taken in respect thereof.

(j) The Debtor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.

(k) The Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales of inventory in the ordinary course of business and (ii) other dispositions expressly permitted by the Loan Agreement.

7. Insurance.

(a) The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties, liabilities and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies, and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as shall be reasonably satisfactory to the Secured Party. In addition, all property insurance covering Collateral shall be payable to the Secured Party as its interests appear pursuant to a loss payee clause satisfactory to the Secured Party. Without limiting the foregoing, the Debtor will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law and (iii) maintain, in amounts and with deductibles equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, (A) general public liability insurance against claims for bodily injury, death or property damage occurring, on, in or about the properties of the Debtor, and (B) business interruption insurance.

(b) The proceeds of any property insurance in respect of any loss with respect to any of the Collateral shall, subject to the rights, if any, of other parties with a prior interest in the property covered thereby, (i) so long as no Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than $100,000, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (ii) in all other circumstances, so long as no Event of Default has occurred and is continuing, shall be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed; provided, however, if an

TRADEMARK
REEL: 003284 FRAME: 0972

Event of Default has occurred and is continuing at the time said insurance proceeds are disbursed, the proceeds shall be disbursed to and held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

(c) Each policy of insurance shall provide for at least thirty (30) days' prior written notice to the Secured Party of the cancellation or any material modification of the policy. In the event the Debtor fails to provide and maintain insurance as herein provided, the Secured Party may, at its option, obtain such insurance and charge the cost thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provisions.

8. Performance by and Responsibility of the Secured Party.

(a) If the Debtor shall default in the payment, performance or observance of any covenant, term or condition of this Agreement or of any contract or agreement included in the Collateral, the Secured Party may, at its option and in its sole discretion, pay, perform or observe the same, and all payments made or costs or expenses incurred by the Secured Party in connection therewith (including but not limited to reasonable attorney's fees), with interest thereon at the Default Rate, shall be immediately repaid to the Secured Party by the Debtor and shall constitute a part of the Obligations and be secured hereby until fully repaid. The Secured Party shall be the sole judge of the necessity for any such actions and of the amounts to be paid.

(b) Anything herein to the contrary notwithstanding, the Debtor shall remain liable for the performance and observance of all terms and conditions to be observed or performed by the Debtor under each contract or agreement included in the Collateral. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts that may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times.

(c) The Secured Party will hold all items of the Collateral at any time received under this Agreement in accordance with, and subject to, the provisions of this Agreement. It is expressly understood and agreed that the obligations of the Secured Party as holder of the Collateral and interests therein and with respect to the disposition

TRADEMARK
REEL: 003284 FRAME: 0973

thereof, and otherwise under this Agreement, are only those expressly set forth in this Agreement and, to the extent not specifically waived hereunder, as required under applicable law. The Secured Party's sole duty with respect to the custody, safekeeping and preservation of Collateral in its possession or under its control, under §9-207 of the UCC or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account. The Secured Party shall have no responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, regardless of whether the Secured Party has or is deemed to have knowledge of such matters, or (ii) taking any actions to preserve rights against any third party with respect to any Collateral.

9. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default has occurred and is continuing, the Debtor, at the request of the Secured Party, shall notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payments in respect thereof are to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if an Event of Default has occurred and is continuing, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments, for deposit in a special bank account maintained with the Secured Party over which the Secured Party alone has power of withdrawal. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be applied promptly after final payment in cash or other immediately available funds of the items giving rise to them.

10. Deposit Accounts, Promissory Notes, Investment Property and General Intangibles.

(a) Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations.

(b) If an Event of Default has occurred and is continuing, the Secured Party at its option may (a) demand, sue for, collect or make any settlement or compromise that it deems desirable with respect to the Collateral, and (b) transfer to itself or any nominee any promissory notes or investment property constituting Collateral, receive any amounts payable or distributable in respect thereof and hold the same as additional Collateral or apply the same to the Obligations.

TRADEMARK
REEL: 003284 FRAME: 0974

(c) Provided that no Event of Default has occurred and is continuing:

(1) the Debtor shall be entitled to exercise or refrain from exercising the voting rights attributable to any investment property constituting Collateral or any part thereof for any purpose not inconsistent with the terms and conditions of this Agreement, and

(2) the Secured Party will execute and deliver any proxies or other instruments reasonably requested by the Debtor for the purpose of enabling the Debtor to exercise the voting rights that it is entitled to exercise pursuant to subparagraph 10(c)(1).

(d) **Upon the occurrence and during the continuance of an Event of Default, all rights of the Debtor to exercise or refrain from exercising the voting rights attributable to investment property constituting Collateral or any part thereof pursuant to subparagraph 10(c)(1) or otherwise shall cease, and the Secured Party and its successors and assigns shall have the sole right to exercise or refrain from exercising such rights. In furtherance of the foregoing, the Debtor hereby makes, constitutes and appoints the Secured Party and its officers as the proxies and attorneys-in-fact of and for the Debtor, with full power to exercise or to refrain from exercising any and all voting rights attributable to investment property constituting Collateral upon the occurrence and during the continuance of any such Event of Default. The foregoing appointment and power, being coupled with an interest, are irrevocable until the Obligations have been fully and irreversibly satisfied.**

11. Power of Attorney.

(a) The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the intent and purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(1) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements that may require the Debtor's signature; and

TRADEMARK
REEL: 003284 FRAME: 0975

(2) at any time or from time to time upon the occurrence and during the continuance of an Event of Default, and at the Debtor's expense, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and do all other acts and things that the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, or in order to effect the intent and purposes of this Agreement, all as fully and effectively as the Debtor might do, including:

(A) sending requests for verifications of accounts to customers;

(B) notifying account debtors and other persons obligated on Collateral to make payments in respect thereof direct to the Secured Party, and take control of all proceeds thereof;

(C) notifying postal authorities to change the address for delivery of the Debtor's mail to an address designated by the Secured Party;

(D) receiving, opening and disposing of mail addressed to the Debtor;

(E) endorsing the Debtor's name on any checks, notes, acceptances, money orders, drafts or other forms of payment or security that may come into the Secured Party's possession;

(F) signing the Debtor's name on any invoice or bill of lading relating to any account, on drafts against customers, on schedules of assignments of accounts, on verification of accounts and notices to customers and on notices of assignment, applications for noting of liens on certificates of title and other public records or documents of any kind as necessary or desirable to insure perfection or enforceability of the Secured Party's security interests in Collateral;

(G) filing and prosecuting registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes;

(H) upon written notice to the Debtor, exercising voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities; and

TRADEMARK
REEL: 003284 FRAME: 0976

(I) executing, delivering and recording, in connection with any sale or other disposition of any Collateral, endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(b) To the extent permitted by law, the Debtor hereby ratifies all that said attorneys lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until the Obligations have been fully and finally satisfied.

(c) The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

(d) The Secured Party hereby agrees to provide notice to the Debtor of any action taken by the Secured Party pursuant to this Section 11 in the Secured Party's capacity as attorney-in-fact for the Debtor.

12. Default and Remedies.

(a) This Agreement shall be in default upon occurrence and during the continuance of an Event of Default.

(b) Upon the occurrence and during the continuance of an Event of Default, the Secured Party may proceed to:

(1) take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom,

(2) collect and receive any and all amounts payable or distributable in respect of the Collateral and hold the same as additional Collateral or apply the same to the Obligations,

(3) render equipment constituting Collateral unusable,

(4) dispose of all or any part of the Collateral by public or private sale, in such manner and order as the Secured Party shall determine, subject to and in accordance with applicable requirements of the UCC or other applicable law, and

(5) exercise any and all other rights, powers, privileges, options and remedies provided by the UCC or other applicable law, as well as all other rights and remedies possessed by the Secured Party pursuant to the Loan Documents.

TRADEMARK
REEL: 003284 FRAME: 0977

(c) Upon the occurrence and during the continuance of an Event of Default and upon demand by the Secured Party, the Debtor shall assemble the Collateral and make it available to the Secured Party at a place designated by the Secured Party that is reasonably convenient to the Secured Party and the Debtor.

(d) Any notice of sale, lease or other intended disposition of the Collateral by the Secured Party sent to the Debtor at the address hereinafter set forth, or at such other address of the Debtor as may be shown on the Secured Party's records, at least ten (10) days prior to such action, shall constitute reasonable notice to the Debtor.

(e) Subject to any applicable provisions of the UCC or the Loan Agreement, the proceeds of the exercise of the Secured Party's remedies hereunder shall be applied to the Obligations in such order of priority as the Secured Party shall determine.

(f) The Secured Party may waive any Default or Event of Default before or after the same has been declared without impairing its right to declare a subsequent Default or Event of Default hereunder, this right being a continuing one. The Secured Party shall not be deemed to have waived any of its rights upon or under any of the Obligations or Collateral unless such waiver shall be in a record authenticated by a duly authorized representative of the Secured Party.

(g) No right, power or remedy conferred upon or reserved to the Secured Party by this Agreement or any of the other Loan Documents is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, under any of the other Loan Documents or now or hereafter existing at law, in equity or by statute. No delay or omission by the Secured Party to exercise any right, power or remedy accruing upon the occurrence of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every right, power and remedy given by this Agreement and the other Loan Documents to the Secured Party may be exercised from time to time and as often as may be deemed expedient by the Secured Party.

(h) The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to this Agreement and the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral or any similar law that might cause delay in or impede the enforcement of the Secured Party's rights under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations

TRADEMARK
REEL: 003284 FRAME: 0978

is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

13. Standards Relating to Exercise of Remedies.

(a) To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (1) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (2) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (3) to fail to exercise collection remedies against account debtors or other persons obligated in respect of Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (4) to exercise collection remedies against account debtors and other persons obligated in respect of Collateral directly or through the use of collection agencies and other collection specialists, (5) to advertise dispositions of Collateral through publications or media of general circulation, regardless of whether the Collateral is of a specialized nature, (6) to contact other persons, regardless of whether in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (7) to hire one or more professional auctioneers to assist in the disposition of Collateral, regardless of whether such Collateral is of a specialized nature, (8) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (9) to dispose of assets in wholesale rather than retail markets, (10) to disclaim disposition warranties, (11) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (12) to the extent deemed appropriate by the Secured Party, to obtain the services of brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral.

(b) The Debtor recognizes that, by reason of certain prohibitions and limitations provided in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the Secured Party may be required, in certain instances regarding a sale of Collateral constituting investment property, instruments, accounts or general intangibles, to limit purchasers to those who agree, among other things, to acquire such Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including, without limitation, a public offering made pursuant to a registration statement under the Securities Act), and, notwithstanding such circumstances, the Debtor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party shall have no

TRADEMARK
REEL: 003284 FRAME: 0979

obligation to engage in public sales and no obligation to delay the sale of such Collateral for the period of time necessary to permit the issuer thereof to register such sale under the Securities Act or under applicable state securities laws, even if the Debtor would agree to do so.

(c) The Debtor acknowledges that the purpose of this Section 13 is to provide non-exhaustive indications of actions or omissions by the Secured Party that would not be commercially unreasonable in the Secured Party's exercise of remedies with respect to the Collateral, and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 13. Without limitation upon the foregoing, nothing contained in this Section 13 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 13.

14. Termination Statements. So long as any of the Obligations are outstanding or there is any outstanding commitment of the Secured Party to make an advance, incur an obligation or otherwise give value, the Secured Party shall have no obligation to release any of the Collateral or to send or record a termination statement with respect to any financing statement filed to perfect the Secured Party's security interest(s) in any of the Collateral. Furthermore, the Debtor agrees that notwithstanding the full satisfaction of the Obligations and the termination of any outstanding commitment of the Secured Party to make an advance, incur an obligation or otherwise give value, the Secured Party shall not be required to send the Debtor a termination statement with respect to any financing statement filed to perfect the Secured Party's security interest(s) in any of the Collateral unless and until the Debtor shall have made an authenticated demand therefor. Upon receipt of proper authenticated demand, the Secured Party may at its option, in lieu of sending a termination statement to the Debtor, cause said termination statement to be filed with the appropriate filing officer(s), and will notify the Debtor within a reasonable period of time after taking such action.

15. Notices. Any and all notices or other communications permitted or required to be made under this Agreement shall be in writing and shall be delivered personally or sent by facsimile transmission, mail or nationally recognized courier service (such as Federal Express) using the intended recipient's address set forth below, or such other address as may have been supplied in writing by the intended recipient and of which receipt has been acknowledged in writing. Unless otherwise expressly provided herein, notices or other communications shall be deemed to have been duly given or made (a) upon personal delivery, (b) when sent by facsimile (confirmation of receipt received), (c) on the third (3rd) day after the date of mailing, or (d) on the day after the date of delivery to such courier service, as the case may be. Rejection, refusal to accept or inability to deliver because of a changed address of which no notice was given shall not affect the validity of any notice or other communication given in accordance with the provisions of this Agreement. For purposes of this Agreement:

The address of the Debtor is:

Jeffrey Chain, L.P.

TRADEMARK
REEL: 003284 FRAME: 0980

2307 Maden Drive
Morristown, Tennessee 37813
Attention: Chief Financial Officer
Fax Number: (423) 581-2300

The address of the Secured Party is:

First Tennessee Bank National Association
165 Madison Avenue
Memphis, Tennessee 38103
Attention: Commercial Finance
Fax Number: (901) 523-4633

and

First Tennessee Bank National Association
112 West First North Street
Morristown, Tennessee 37814
Attention: Kenneth H. Berberich
Fax Number: (423) 587-2381

16. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed according to the laws of the State of Tennessee. The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the courts of Tennessee or any federal court sitting therein, and consents to the non-exclusive jurisdiction of each such court and to service of process in any such suit being made upon the Debtor by mail at the address specified herein. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

17. Severability of Provisions. Any provision of this Agreement that is prohibited or unenforceable with respect to any person or circumstance or in any jurisdiction shall, as to such person, circumstance or jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision with respect to other persons or circumstances or in any other jurisdiction.

18. Counterparts. This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by one or more of the other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies, and all counterparts or copies hereof so executed shall constitute but one and the same agreement. Each party hereto, by execution of one or more counterparts or copies hereof, expressly authorizes and directs any other party hereto to detach the signature pages and any

TRADEMARK
REEL: 003284 FRAME: 0981

corresponding acknowledgment, attestation, witness or similar pages relating thereto from any such counterpart or copy hereof executed by the authorizing party and affix same to one or more other identical counterparts or copies hereof so that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one or more counterparts or copies hereof to which is(are) attached signature pages containing signatures of all parties hereto and any corresponding acknowledgment, attestation, witness or similar pages relating thereto.

19. Miscellaneous.

(a) This Agreement binds and inures to the benefit of the parties and their respective successors, successors-in-title and assigns, as applicable.

(b) Neither this Agreement nor any provision hereof may be altered, amended, modified or changed orally, but may be so altered, amended, modified or changed only by an instrument in writing signed by the party against whom enforcement of such alteration, amendment, modification or change is sought.

(c) The headings in this Agreement and the usage herein of defined terms are for convenience of reference only, and shall not be construed as amplifying, limiting or otherwise affecting the substantive provisions hereof.

(d) Any reference herein to any instrument, document or agreement, by whatever terminology used, shall be deemed to include any and all past, present or future amendments, restatements, modifications, supplements, extensions, renewals or replacements thereof, as the context may require.

(e) All references herein to the preamble, the recitals or sections, paragraphs, subparagraphs, annexes or exhibits are to the preamble, recitals, sections, paragraphs, subparagraphs, annexes and exhibits of or to this Agreement unless otherwise specified. The words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(f) When used herein, (1) the singular shall include the plural, and vice versa, and the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, (2) "include", "includes" and "including" shall be deemed to be followed by "without limitation" regardless of whether such words or words of like import in fact follow same, and (3) unless the context clearly indicates otherwise, the disjunctive "or" shall include the conjunctive "and".

(g) Any reference herein to any law shall be a reference to such law as in effect from time to time and shall include any rules and regulations promulgated or published thereunder and published interpretations thereof.

[Signatures Begin Next Page]

TRADEMARK
REEL: 003284 FRAME: 0982

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be executed by their respective duly authorized officers or other duly authorized representatives as of the day and year first above written.

DEBTOR:

JEFFREY CHAIN, L.P.

By: JEFFREY CHAIN CORP.
Its: General Partner

By: R. J. Dewelt
Title: Vice President/Treasurer

SECURED PARTY:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: [illegible]
Title: Senior Vice President

TRADEMARK
REEL: 003284 FRAME: 0983

SCHEDULE 4(h)

List of Debtor's Patents, Trademarks and other Intellectual Property

[See attached]

TRADEMARK
REEL: 003284 FRAME: 0984

JEFFREY CHAIN PATENTS
PENDING AND ISSUED
(Domestic and Foreign)

Application No. or Patent Number	File/Issue Date	Status/Next Open Docket Date
Non-Metalic Link & Chain U.S. Patent No. 5,092,118	03/03/1992	In Force: No Maint. Fee due
Non-Metallic Link & Chain Canadian Patent No. 2,058855	1-7-92 (F) 12-18-2001 (I)	In force: Annuity Due 01/07/2001
Non-Metallic Link & Chain Mexican Patent No. 174852		In force: Annuity Due 01/09/2001
Apparatus for Limiting Chain Wear Patent No.: 6,141,892	11/07/2000	In force: 8th yr. Mfee due: 11/07/2007

3684551_v1

JEFFREY CHAIN MARKS
REGISTRATIONS AND PENDING APPLICATIONS
(Domestic and Foreign)

Trademark/Registration Number	Registration Date	Status/Next Open Docket Date
HSC U.S. Reg. No. 2,051,251	04/08/1997	In force: Renewal due – 4/8/07
HYDRO-SERVICE CHAIN U.S. Reg. No. 2,049,571	04/01/1997	In Force: Renewal due 4/1/07
EXCEL U.S. Reg. No. 962,446	07/03/1973	In force: Renewal Due – 7/3/2013
EXCEL Canadian Reg. No. 450.599	11/24/1995	In force: Renewal Due 11/24/2010
MSL U.S. Reg. No. 700,481	07/05/1960	In force: Renewal Due – 7/5/2010
MSL French Reg. No. 1,652,299	03/6/1991	In force: Renewal Due 03/26/2011
MSL Italian Reg. No. 857862	12/19/2001	In force Renewal Due 12/23/2008
MSL Benelux Reg. No. 304,450	06/15/1971	In force: Renewal Due 06/15/2011
PERDURO U.S. Reg. No. 359,563	08/23/1978	In force: Renewal Due 08/23/2008
PERMACLAD U.S. Reg. No. 832,876	08/01/1967	In force: Renewal Due 08/01/2007
81 ET U.S. Reg. No. 1,088,004	03/28/1978	In force: Renewal Due 03/28/2008
81X U.S. Reg. No. 1,088,003	03/28/1978	In force: Renewal Due 03/28/2008
WHITNEY U.S. Reg. No. 1,513,329	11/22/1988	In force: Renewal Due 11/22/2008
WHITNEY Canadian Reg. No. 266/57144	05/22/1933	In force: Renewal Due 9/1/2017
WHITNEY Japanese Reg. No.: 1,452,040	01/30/1991	In force: Renewal Due 1/30/2011

This chart only lists marks that are registered in the U.S. or abroad. There may be other so-called common law marks in use by the company (not registered) which are not shown on this list.

Trademark/Registration Number	Registration Date	Status/Next Open Docket Date
SDRC U.S. Reg. No. 1,470,424	12/29/1987	In force: Renewal Due 12/29/2007
JEFFREY CHAIN and Design U.S. Reg. No. 1,764,043	04/13/1993	In force: Renewal Due 04/13/2013
JEFFREY CHAIN and Design Canadian Reg. No. 446,995	09/01/1995	In force: Renewal Due 09/01/2010
JEFFREY CHAIN and Design Mexican Reg. No. 482,374	12/13/1994	In force: Renewal Due 1/19/2014
JEFFREY CHAIN and Design Peru Reg. No. 82286	08/08/2002	In force; Renewal due 08/08/2012
WHITNEY CHAIN U.S. Reg. No. 1,764,044	04/13/1993	In force: Renewal Due 4/13/2013
WHITNEY CHAIN and Design Canadian Reg. No. 446,996	01/09/1995	In force: Renewal Due 09/10/2010
WHITNEY CHAIN and Design Mexican Reg. No. 482,375	12/13/1994	In force; Renewal Due 01/19/2014
PERMA WELD U.S. Reg. No. 1,802,554	11/02/1993	In force; Renewal Due 11/02/2013
PERMA WELD Canadian Reg. No. 438,540	01/21/1995	In force; Renewal Due 01/27/2010
PERMA WELD Mexican Reg. No. 454,820	03/18/1994	In force; Renewal Due 01/19/2004
WHITNEY (Cl. 9) Japanese Reg. No. 1,463,425	05/30/1981	In force; Renewal Due 05/30/2011
PERMALIFE European Com Reg. No. 1472026	03/09/2001	In force; Renewal due 01/24/2010
CHAINSAVER U.S. Reg. No. 2468917	07/17/2001	In force; 8 & 15 due 07/17/2007
PERMALIFE Rep. of Korea Reg. No. 40-494692	06/01/2001	In force; Renewal due 06/01/2011

PERMALIFE Mexico Reg. No. 675807	10/27/2000	In force; Renewal due 01/26/2010
STEELCRAVE U.S. Reg. No. 2442859	04/10/2001	In force 8& 15 due 04/10/2007

3683871_v1