

02-07-2006



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Y

To the Honorable Commissioner of

attached original documents or copy thereof. address of receiving party(ies):

1. Name of conveying party(ies):

Lawrence Metal Products Inc.

- Individuals, Association, General Partnership, Limited Partnership, Corporate-State New York, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: February 1, 2006

Name: NewStar Financial, Inc., as Administrative Agent and Collateral Agent 500 Boylston Street Suite 1600

City: Boston State MA ZIP 02116

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no

4. Application number(s) or patent number(s):

A. Trademark Application No(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

02/08/2006 DBYRNE 00000184 2779498

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Judy Radoccia Internal Address: Edwards Angell Palmer & Dodge LLP Street Address: 111 Huntington Avenue City: Boston State MA ZIP 02199

6. Total number of applications and registrations involved 17

7. Total fee (37 CFR 3.41) \$440.00 Enclosed Authorized to be charged to deposit account

8. Deposit Account Number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Judy Radoccia Name of Person Signing

Signature

February 7, 2006 Date

Total number of pages including cover sheet, attachments, and document 8

SCHEDULE A
TO

SECURITY AGREEMENT (TRADEMARKS)

In relation to Lawrence:

Trademark	Trademark Number	Country	Owner
LAWRENCE	2,779,498	U.S.	Lawrence
T2	2,897,643	U.S.	Lawrence
T2-MAX	2,917,660	U.S.	Lawrence
TENSA	2,789,298	U.S.	Lawrence
TG-MAX	2,644,294	U.S.	Lawrence
Design (Tape Spool Logo)	2,719,436	U.S.	Lawrence
TENSABARRIER and Design	2,707,211	U.S.	Lawrence
WWW.LAWRENCOMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300 and Design	2,775,509	U.S.	Lawrence
WHO'S NEXT	2,962,282	U.S.	Lawrence
CLASSIC	2,602,766	U.S.	Lawrence
EXPRESSIONS	2,610,664	U.S.	Lawrence
POSTRUNNER	2,599,379	U.S.	Lawrence
ROLLABARRIER	2,602,767	U.S.	Lawrence
STOWAWAY	2,599,380	U.S.	Lawrence
TENSABARRIER	1,438,074	U.S.	Lawrence
TENSAGUIDE	2,616,008	U.S.	Lawrence
T-MAX	2,610,665	U.S.	Lawrence

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SECURITY AGREEMENT (TRADEMARKS)
(the "Trademark Security Agreement")

WHEREAS Lawrence Metal Products, Inc., a New York corporation (the "Pledgor"), having an address at 260 Spur Drive South, Bay Shore, New York 11706, is the owner and user, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgor is a co-borrower under the terms of that certain Credit Agreement, dated as of February 1, 2006 (as amended from time to time, the "Credit Agreement") among the Pledgor and Tensator, Inc., a New York corporation, as joint and several co-borrowers (collectively, the "Borrowers"), the Guarantors from time to time party thereto (the "Guarantors"), the Lenders from time to time party thereto (the "Lenders") and NewStar Financial, Inc., as Administrative Agent and Collateral Agent (the "Agent");

WHEREAS the Pledgor is a party to that certain Security Agreement, dated as of February 1, 2006 (as amended from time to time, the "Security Agreement") among the Borrowers and the Guarantors, as grantors thereunder, and the Agent, pursuant to which the Pledgor has granted to the Agent, for the benefit of the Lenders, a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent and the Lenders shall have the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Secured Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Agent hereby acknowledge and agree that the grant of the security interest hereunder to the Agent, for the benefit of the Lenders, and the rights and remedies of the Agent and the Lenders with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.


This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Pledgor and the Agent have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 18th day of February, 2006.

PLEDGOR:

LAWRENCE METAL PRODUCTS INC.

By: 
Name: Jeremy Williman
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

BOS_520480

TRADEMARK
REEL: 003297 FRAME: 0172

AGENT:

NEWSTAR FINANCIAL, INC., as Administrative Agent
and Collateral Agent

By: 

Name: Robert E. Hornstein

Title: Director – Portfolio Management

[Signature Page to Trademark Security Agreement]

BOS_520480

TRADEMARK
REEL: 003297 FRAME: 0173

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TO

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RECORDED: 02/07/2006

TRADEMARK
REEL: 003297 FRAME: 0174