

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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TRADEMARK
REEL: 003369 FRAME: 0296

Registration Number:

1642720

SEALSLOT

CORRESPONDENCE DATA

Fax Number: (312)577-4782

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

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:

Terese Scholl

Signature:

/Terese Scholl/

Date:

08/15/2006

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2006, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 10, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Breeze Industrial Products Corporation, a Delaware corporation (the "Borrower"), the Affiliates of the Borrower parties thereto (including Grantor), the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as 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 Borrower upon the terms

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the 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 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 Borrower thereunder, the Grantor hereby agrees with the 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. The 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 mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

TORCA PRODUCTS, INC., a Michigan
corporation

as Grantor

By: _____

Name: Craig M. Stinson
Title: President

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:
Title:

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (TORCA)}

IN WITNESS WHEREOF, the 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.

Very truly yours,

TORCA PRODUCTS, INC., a Michigan
corporation
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: Brian Sommerfeld
Name: Brian E. Sommerfeld
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (TORCA)]

ACKNOWLEDGMENT OF GRANTOR

State of MICHIGAN)
County of OAKLAND)

ss.

On this 4TH day of AUGUST, 2006 before me personally appeared CARIE STINSON, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TORCA PRODUCTS, 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

JOHN W. GARNER
Notary Public, Oakland County, MI
My Commission Expires 12/30/2007

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT (TORCA)]

A3-4

TRADEMARK
REEL: 003369 FRAME: 0302

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS / TRADEMARK APPLICATIONS

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
1	SNAP-ALL	US	1347846	07/09/85	73/500059	09/19/84	Registered	Clamp-All Products Corporation ("CAPC") ¹
2	CLAMP-ALL	US	1360103	09/17/85	73/390886	09/28/82	Registered	CAPC
3	CLAMP-ALL	US	1477416	02/23/88	73/671340	07/13/87	Registered	CAPC
4	GRIP-ALL	US	1374439	12/10/85	73/537726	05/15/85	Registered	CAPC
5	TORCTITE	US	1151652	04/21/81	73/237440	10/31/79	Registered Renewed	Torca Products, Inc. ("TPI")
6	TORCA	US	1157970	06/23/81	73/209203	03/27/79	Registered Renewed	TPI
7	EASYSEAL	US	1468788	12/15/87	73/645508	02/19/87	Registered	TPI
8	UNISTRAP	US	1636100	02/26/91	74/059972	05/17/90	Registered Renewed	TPI
		UK	B1447361	05/01/92	1447361	11/12/90	Registered	TPI
		France	1627957	11/16/90	INPI 249978	11/16/90	Registered Renewed	TPI

¹ Clamp-All Products Corporation was merged into Torca Products, Inc. in 2003 though the merger was never recorded for the marks listed with CAPC as "Current Assignee / Registrant".

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		Germany	2037850	06/08/93	T31153/ 12Wz	11/14/90	Registered	TPI
		Italy	602088	07/14/93 7/16/03	4250090 6669 2000RM	11/16/90 11/08/00	Registered	TPI
9	ACCUSEAL	US	1639670	04/02/91	74/059975	05/17/90	Registered Renewed	TPI
		UK	1447343	01/17/92	1447343	11/12/90	Registered	TPI
		France	1627956	11/16/90	INPI 249977	11/16/90	Registered Renewed	TPI
		Germany	2013248	04/24/92	T31152/ 12Wz	11/14/90	Registered Renewed	TPI
		Italy	602087	07/14/93 07/16/03	4249990 6668 2000RM	11/16/90 11/8/00	Registered	TPI
10	SEALSLOT	UK	1447344	08/09/91	1447344	11/20/90	Registered	TPI
		France	1627958	11/16/90 04/26/91 (publ)	INPI 249979	11/16/90	Registered Renewed	TPI
		Germany	2007357	12/13/91	T31154/ 12Wz	11/14/90	Registered Renewed	TPI
		Italy	602089	07/14/93 07/16/03	4250190 66670200RM	11/16/90 11/18/00	Registered	TPI
11	TORCA & design	US	2524993	01/01/02	76/233115	03/30/01	Registered	TPI
		CTM	002433449	06/17/03	002433449	11/01/01	Registered	TPI
12	DURASEAL	US	2549975	03/19/02	76/262330	05/25/01	Registered	TPI
13	T (design)	US	2745907	08/05/03	76/231242	03/28/01	Registered	TPI

<u>No.</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Status</u>	<u>Current Assignee/ Registrant</u>
		CTM	002433795	07/28/03	002433795	10/31/01	Registered	TPI
14	TORCA	US	2776094	10/21/03	76/057425	05/26/00	Registered	TPI
15	VALUSEAL	US	3061097	2/21/06	78/391821	03/26/04	Pending	TPI
16	SNAPTITE	US	N/A	N/A	2/4/2002	76-366229	Abandoned	TPI
17	SEALSLLOT	US	1642720	4/30/1991	5/17/1990	74-059974	Cancelled	TPI
18	TORCA	US	1157970	6/23/1981	3/27/1979	73-208203	Renewed	TPI

IP LICENSES

- A. Sealslot License Agreement, dated March 18, 2004, by and between Torca Products, Inc. ("Torca"), and Riker Products for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- B. Sealslot License Agreement, dated March 18, 2004, by and between Torca, Riker Products and Mack Trucks, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- C. Sealslot License Agreement, dated November 5, 2003, by and between Torca, CTP Corporation and Volvo Trucks North America for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- D. Sealslot License Agreement, dated October 24, 2002, by and between Torca and DiTech, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- E. Sealslot License Agreement, dated June 16, 2002, by and between Torca and Eberspaecher North America, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- F. Sealslot License Agreement, dated December 5, 2001, by and between Torca and Ryken Tube Manufacturing for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

- G. Sealslot License Agreement, dated February 15, 2000, by and between Torca and Equipo Industrial Automotriz for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- H. Sealslot License Agreement, dated December 8, 1997, by and between Torca, Harley-Davidson, Inc. and Supertrapp Industries for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- I. Sealslot License Agreement, dated November 6, 1995, by and between Torca and Gabilan Manufacturing, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- J. Sealslot License Agreement, dated November 23, 1993, by and between Torca, Harley-Davidson, Inc. and Gabilan MFG., Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- K. Sealslot License Agreement, dated January 8, 1996, by and between Torca and AP Parts Manufacturing Company for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- L. Sealslot License Agreement, dated March 6, 1993, by and between Torca and Bosal Group for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- M. Sealslot License Agreement, dated March 18, 1998, by and between Torca, Tube Specialities Company and PACCAR for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- N. Sealslot License Agreement, dated April 13, 1998, by and between Torca, Tube Specialities Company and PACCAR for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- O. Sealslot License Agreement, dated January 21, 1998, by and between Torca and Officine Meccaniche Guiseppe Lafranconi SpA for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- P. Sealslot License Agreement, dated March 2, 1994, by and between Torca and Eberspacher KG for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- Q. Sealslot License Agreement, dated December 1, 1993, by and between Torca and Northern Tube Div. - A.P. Parts for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- R. Sealslot License Agreement, dated August 29, 1996, by and between Torca and Roth-Tecnica de Mexico, S.A. de C.V. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

- S. Sealslot License Agreement, dated May 6, 1994, by and between Torca and Arvin de Mexico S.A. de C.V. for manufacture, sale and use of SealSlot pipe ends in combination with clamps, together with Letter Amendment, dated July 29, 1996;
- T. Sealslot License Agreement, dated January 31, 1994, by and between Torca and Hydraulic Tubes & Fittings Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- U. Sealslot License Agreement, dated February 22, 1994, by and between Torca, Donaldson Company, Inc and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- V. Sealslot License Agreement, dated August 17, 1993, by and between Torca, Nelson Division and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- W. Sealslot License Agreement, dated June 24, 1993, by and between Torca, Walker Mfg. and Navistar International Transportation Corp. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- X. Sealslot License Agreement, dated June 23, 1994, by and between Torca and Supertrapp Industries for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- Y. Sealslot License Agreement, dated August 7, 1996, by and between Torca and Dongwon Metals Ind, Co., Ltd. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- Z. Sealslot License Agreement, dated November 11, 1997, by and between Torca and SLP Engineering for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- AA. Sealslot License Agreement, dated January 30, 1995, by and between Torca, Riker Products and U.S. Gear Corporation for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- BB. Sealslot License Agreement, dated January 2, 1996, by and between Torca, Navistar and Tri-County Tube, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- CC. Sealslot License Agreement, dated November 14, 1994, by and between Torca, PACCAR Inc. and Tri-County Tube, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- DD. Sealslot License Agreement, dated June 10, 1994, by and between Torca and Gale Banks Engineering for manufacture, sale and use of SealSlot pipe ends in combination with clamps;

- EE. Sealslot License Agreement, dated August 10, 1994, by and between Torca, Gale Banks Engineering and Nelson Division for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- FF. Sealslot License Agreement, dated March 28, 1995 by and between Torca, Volvo-GM Heavy Truck Corporation and Stam, Inc. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- GG. Sealslot License Agreement, dated June 1, 1994 by and between Torca and Federal Hose Manufacturing, a Division of Flexlab Horizons International, for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- HH. Sealslot License Agreement, dated February 22, 1994, by and between Torca and Truck Equipment Mfg. for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- II. Sealslot License Agreement, dated January 3, 1994, by and between Torca and Tube Products Corporation for manufacture, sale and use of SealSlot pipe ends in combination with clamps;
- JJ. Sealslot License Agreement, dated December 19, 1991 by and between Torca and Nelson Division for manufacture, sale and use of SealSlot pipe ends in combination with clamps, together with various amendments through 2002 adding additional approved customers;
- KK. General Terms Agreement between The Boeing Company and TransTechnology/Breeze Industries entered into as of August 10, 1999, and Special Business Provisions between The Boeing Company and TransTechnology/Breeze Industries entered into as of June 12, 2000; and
- LL. License Agreement by and between Breeze-Torca Products, LLC and Torca dated May 16, 2003.