

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
Kulkoni, Inc.		10/11/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Merrill Lynch Business Financial Services Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78781029	
Serial Number:	78759058	KK
Serial Number:	78759084	KK
Serial Number:	78700923	KI
Serial Number:	78698934	KI
Registration Number:	2685290	AMERICAN WIRE ROPE
Registration Number:	2362310	KULKONI, INC.
Registration Number:	2362309	KULKONI
Registration Number:	2699020	
Registration Number:	2011393	
Registration Number:	1552475	

CORRESPONDENCE DATA

Fax Number: (212)704-5987

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

900060721

**TRADEMARK
 REEL: 003413 FRAME: 0467**

OP \$290.00 78781029

Phone: 2127046125
Email: trademarks@troutmansanders.com
Correspondent Name: Karl M. Zielaznicki, Esq.
Address Line 1: Troutman Sanders LLP c/o TM Docket Clerk
Address Line 2: 600 Peachtree Street, NE, Suite 5200
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	037252.000003
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	10/20/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11th day of October, 2006 by Kulkoni, Inc., a Texas corporation ("Grantor"), in favor of Merrill Lynch Business Financial Services Inc. ("Grantee").

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Amended and Restated WCMA Loan and Security Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Grantee;

WHEREAS, pursuant to the terms of the Loan Agreement Grantor has granted to Grantee a security interest in substantially all of 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 below) and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on Schedule A attached hereto and made a part hereof, and (i) continuations, extensions and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(c) license agreements, with any other party, whether Grantor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KULKONI, INC.

By: *John E. Cole*
Its: Chairman of the Board

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By: _____
Its: _____

(b) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and

(c) license agreements, with any other party, whether Grantor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses.

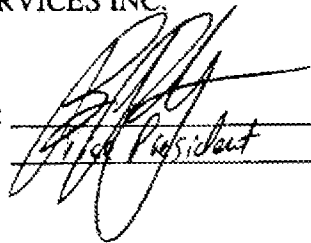
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

KULKONI, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH BUSINESS FINANCIAL
SERVICES INC.

By:  _____
Its: *Chief Executive Officer* _____

SCHEDULE A

KULKONI, INC.
REGISTERED TRADEMARKS/APPLICATIONS

U.S. Patent and Trademark Office

I. Registrations.

<u>Trademark</u>	<u>Registration Number</u>
American Wire Rope & design	2685290
Kulkoni, Inc.	2362310
Kulkoni & Crown Design	2362309
Red & Yellow Strand (design only)	2699020
Yellow Shackle Pin (design only)	2011393
Blue & Yellow Wire rope (design only)	1552475

2. Applications.

<u>Trademark</u>	<u>Application Number</u>
Yellow U-Bolt Design	78/781029
KK (stylized letters)	78/759058
KK (stylized letters)	78/759084
KI	78/700923
KI	78/698934