

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

80034-1170

1

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cambridge International, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Del Corporation
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance / Execution Date(s):

Execution Date(s) May 11, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: General Electric CapitalInternal Corporation, as agent

Address: _____

Street Address: 299 Park AvenueCity: New YorkState: New YorkCountry: USA Zip: 10017

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Delaware
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheet(s) attached? ☒ Yes ☐ No

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

Name: Laura KonrathInternal Address: Winston & Strawn LLPStreet Address: 35 W. Wacker Dr.City: ChicagoState: IL Zip: 60601Phone Number: 312-558-6352Fax Number: 312-558-5700Email Address: lkonrath@winston.com

9. Signature:



Laura Konrath

Name of Person Signing

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 232428Authorized User Name Laura KonrathDate 6/20/06

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$465.00 232428 78530351

Continuation
Item 7

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Registered Trademarks

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
1 C and Goose Design	Filed: 02/19/87 Registered: 09/01/87	U.S. Trademark Registration No. 1,454,877
2 Cambridge	Filed: 08/10/90 Registered: 12/08/92	U.S. Trademark Registration No. 1,737,950
3 Cambridge	Filed: 04/22/65 Registered: 3/01/66	U.S. Trademark Registration No. 804,471
4 Cambri-Link	Filed: 04/03/80 Registered: 9/08/81	U.S. Trademark Registration No. 1,168,070
5 Cam-Clean	Filed: 06/20/83 Registered: 07/10/84	U.S. Trademark Registration No. 1,284,995
Cam-Grid	Filed: 08/30/00 Registered: 09/04/01	Japanese Trademark Registration No. 2,485,155
6 Cam-Grid	Filed: 06/20/83 Registered: 07/10/84	U.S. Trademark Registration No. 1,284,994
7 Continu Weld	Filed: 05/23/84 Registered: 03/19/85	U.S. Trademark Registration No. 1,325,611
8 Diacrimp	Filed: 06/14/91 Registered: 05/05/92	U.S. Trademark Registration No. 1,685,079
Gripper	Filed: 04/15/65 Registered: 05/10/68	Canadian Trademark Registration No. 156,754
9 Gripper, (Block)	Filed: 05/22/64 Registered: 03/02/65	U.S. Trademark Registration No. 785,947
10 Leading Edge	Filed: 08/08/97 Registered: 6/15/99	U.S. Trademark Registration No. 2,254,298
11 Sani-Grid	Filed: 09/29/89 Registered: 04/17/90	U.S. Trademark Registration No. 1,591,719

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
Vulcan	Filed: 09/26/79 Registered: 03/24/81	U.S. Trademark Registration No. 1,148,708
Durahinge	Filed: 02/02/01 Registered: 05/14/02	U.S. Trademark Registration No. 2,570,234
Flat-Seat	Filed: 08/19/80 Registered: 09/21/82	U.S. Trademark Registration No. 1,209,520
No Broken Promises	Filed: 01/24/00 Registered: 01/08/02	U.S. Trademark Registration No. 2,538,373
Pactite	Filed: 02/06/95 Registered: 01/07/97	U.S. Trademark Registration No. 2,028,184
Cam-Clean	Filed: 12/10/03 Registered: 07/19/05	U.S. Trademark Registration No. 2,970,147
Eclipse	Filed: 12/10/04 Registered: 7/19/05	U.S. Trademark Serial No. 78/530351

Pending Trademarks

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
Scroll	Filed: 12/10/04 Application No.	U.S. Patent and Trademark Office

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 11, 2006, by CAMBRIDGE INTERNATIONAL, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among CAG GROUP INC., a Delaware corporation (which on the Closing Date shall be merged into Grantor, with Grantor being the surviving corporation), as Borrower, CAMBRIDGE GROUP HOLDINGS CORP., a Delaware corporation, ("Holdings"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

CAMBRIDGE INTERNATIONAL, INC.

By: W. R. Russell Jr.
Name: William R. Russell Jr.
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: _____

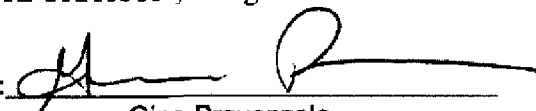
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CAMBRIDGE INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: 
Name: Gina Provenzale
Title: Vice President
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTORSTATE OF New York)COUNTY OF New York)

ss.

On this 11th day of May, 2006 before me personally appeared William Russell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Cambridge International, Inc., 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

{seal}

LEON T. BUSTED
NOTARY PUBLIC, State of New York
No. 31-4721172
Qualified in New York County
Commission Expires NOV-30, 2006

TRADEMARK

REEL: 003565 FRAME: 0901

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Trademarks

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
1 C and Goose Design	Filed: 02/19/87 Registered: 09/01/87	U.S. Trademark Registration No. 1,454,877
2 Cambridge	Filed: 08/10/90 Registered: 12/08/92	U.S. Trademark Registration No. 1,737,950
3 Cambridge	Filed: 04/22/65 Registered: 3/01/66	U.S. Trademark Registration No. 804,471
4 Cambri-Link	Filed: 04/03/80 Registered: 9/08/81	U.S. Trademark Registration No. 1,168,070
5 Cam-Clean	Filed: 06/20/83 Registered: 07/10/84	U.S. Trademark Registration No. 1,284,995
Cam-Grid	Filed: 08/30/00 Registered: 09/04/01	Japanese Trademark Registration No. 2,485,155
6 Cam-Grid	Filed: 06/20/83 Registered: 07/10/84	U.S. Trademark Registration No. 1,284,994
7 Continu Weld	Filed: 05/23/84 Registered: 03/19/85	U.S. Trademark Registration No. 1,325,611
8 Diacrimp	Filed: 06/14/91 Registered: 05/05/92	U.S. Trademark Registration No. 1,685,079
Gripper	Filed: 04/15/65 Registered: 05/10/68	Canadian Trademark Registration No. 156,754
9 Gripper. (Block)	Filed: 05/22/64 Registered: 03/02/65	U.S. Trademark Registration No. 785,947
10 Leading Edge	Filed: 08/08/97 Registered: 6/15/99	U.S. Trademark Registration No. 2,254,298
11 Sani-Grid	Filed: 09/29/89 Registered: 04/17/90	U.S. Trademark Registration No. 1,591,719

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
Vulcan	Filed: 09/26/79 Registered: 03/24/81	U.S. Trademark Registration No. 1,148,708
Durahinge	Filed: 02/02/01 Registered: 05/14/02	U.S. Trademark Registration No. 2,570,234
Flat-Seat	Filed: 08/19/80 Registered: 09/21/82	U.S. Trademark Registration No. 1,209,520
No Broken Promises	Filed: 01/24/00 Registered: 01/08/02	U.S. Trademark Registration No. 2,538,373
Pactite	Filed: 02/06/95 Registered: 01/07/97	U.S. Trademark Registration No. 2,028,184
Cam-Clean	Filed: 12/10/03 Registered: 07/19/05	U.S. Trademark Registration No. 2,970,147
Eclipse	Filed: 12/10/04 Registered: 7/19/05	U.S. Trademark Serial No. 78/530351

Pending Trademarks

<u>Trademarks</u>	<u>Application or Registration Date</u>	<u>Jurisdiction/Application Serial No. or Registration No.</u>
Scroll	Filed: 12/10/04 Application No.	U.S. Patent and Trademark Office