

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

10090-3

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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):

Scot, Incorporated

- Individual(s)
- General Partnership
- Corporation- State: Delaware Corp.
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 2, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Metropolitan Life Insurance Company

Internal

Address:

Street Address: 10 Park Ave.

City: Morristown

State: NJ

Country: USA Zip: 07962

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship New York Corp
- 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)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- 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 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

Laura Konrath

Name of Person Signing

8/9/07
Date

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 1460, Alexandria, VA 22313-1460

CH \$65.00 232428 76512821

Continuation Item 2

Wachovia Investors, Inc.
301 S. College St.
Charlotte, NC 28288

A NC Corporation

*Continuation
Items*

Schedule 1

TRADEMARKS

NAME OF MARK	U.S. REGISTRATION NUMBER	REGISTRATION DATE
1 CAST Tester	2,905,695	11/30/2004

TRADEMARK APPLICATIONS

NAME OF MARK	APPLICATION NUMBER	FILING DATE
2 SCOT	76512821 [PENDING - SUSPENDED 3/5/2005]	5/08/2003

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("*Agreement*"), dated as of August 2, 2007, among the undersigned grantor ("*Grantor*"), METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation ("*MetLife*") and WACHOVIA INVESTORS, INC., a North Carolina corporation ("*WII*" and collectively with MetLife, the "*Lenders*").

WITNESSETH:

WHEREAS, Grantor, SMS Industries, Inc. and SMS Mid Co. (collectively, the "*Debtors*") have entered into a Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "*Security Agreement*") with Lenders, pursuant to which the Debtors have granted to Lenders a security interest in substantially all the assets of the Debtors, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of the Obligations;

WHEREAS, capitalized terms used but not defined herein are used in the manner provided in the Security Agreement; and

WHEREAS, Grantor owns the trademarks listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, including without limitation, each trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any trademark, including, without limitation, any trademark referred to in

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Schedule 1 annexed hereto and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark licensed under any trademark license.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any lease or license or other contractual agreement (where the Grantor is lessee or licensee with an unaffiliated third party) to the extent that such a grant would, under the provisions of any such lease or license or other contractual agreement enforceable under applicable law and pertaining to such asset, result in a mandatory prepayment under, breach or termination of the provisions of, or constitute a default under or termination of, any such contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of the State of Illinois as in effect from time to time or any other applicable law or privileges of equity); *provided*, that if and when such provisions are removed, terminated or otherwise become unenforceable as a matter of law, the Trademark Collateral shall be deemed to include such assets and the Grantor shall be deemed to have granted a security interest therein, including, without limitation, any proceeds of such lease or license.

This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders 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.

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF AUGUST 2, 2007, AMONG WACHOVIA INVESTORS, INC., METROPOLITAN LIFE INSURANCE COMPANY, IN EACH CASE AS IN THEIR CAPACITIES AS SUBORDINATED CREDITORS, METROPOLITAN LIFE INSURANCE COMPANY, IN ITS CAPACITY AS A SENIOR CREDITOR AND AS AGENT FOR THE SENIOR CREDITORS REFERRED TO THEREIN, SMS INDUSTRIES, INC., SCOT, INCORPORATED, AND SMS MID CO. TO THE SENIOR DEBT DESCRIBED IN THE SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

[signature page follows]

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

GRANTOR:

SCOT, INCORPORATED,
a Delaware corporation

By: *William Currier*
Name: *William Currier*
Title: *President and Chief Executive Officer*

Acknowledged:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name:
Title:

WACHOVIA INVESTORS, INC.,
a North Carolina corporation

By: _____
Name:
Title:

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


GRANTOR:

SCOT, INCORPORATED,
a Delaware corporation

By: _____
Name:
Title:

Acknowledged:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: 
Name: *Thomas C. Ho*
Title: *Associate General Counsel*

WACHOVIA INVESTORS, INC.,
a North Carolina corporation

By: _____
Name:
Title:

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

GRANTOR:

SCOT, INCORPORATED,
a Delaware corporation

By: _____
Name:
Title:

Acknowledged:

METROPOLITAN LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name:
Title:

WACHOVIA INVESTORS, INC.,
a North Carolina corporation

By: Stuart Cooley
Name: Stuart Cooley
Title: Principal

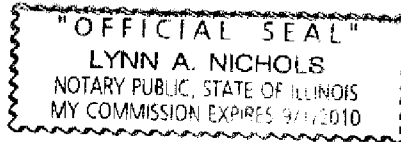
ACKNOWLEDGMENT

State of Illinois)
)
County of Cook) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of the above-referenced Grantor, who being by me duly sworn, did depose and say that he/she is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

Lynn A. Nichols
Notary Public



Schedule 1**TRADEMARKS**

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