

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
AVM Industries, LLC		12/31/2007	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	1375 East 9th Street		
Internal Address:	Suite 2430		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1701657	AVM	
Registration Number:	1739685	AVM	
Registration Number:	1736085	AVM	
Registration Number:	1628204	STEADY LIFT	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2166228672		
Email:	dhale@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	800 Superior Avenue		
Address Line 2:	1400 KeyBank Center		
Address Line 4:	Cleveland, OHIO 44114-2688		
ATTORNEY DOCKET NUMBER:	32824/04000		

CH \$115.00 1701657

NAME OF SUBMITTER:	Timothy J. Connors
Signature:	/tjc/
Date:	01/22/2008

Total Attachments: 14

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

AVM Industries, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other LLC - Ohio
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 12/31/2007

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal

Address: _____

Street Address: 1375 East 9th Street, Suite 2430

City: Cleveland State: OH Zip: 44114

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Banking Association

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)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See attached
Schedule A

Additional number(s) attached Yes No

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

Name: Timothy J. Connors

Internal Address: _____

Calfee, Halter & Griswold LLP

Street Address: 800 Superior Avenue

1400 KeyBank Center

City: Cleveland State: OH Zip: 44114-2688

6. Total number of applications and registrations involved: _____

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

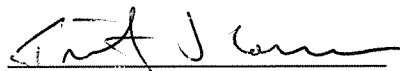
03-0172

DO NOT USE THIS SPACE

9. Signature.

Timothy J. Connors

Name of Person Signing



Signature

January 22, 2008

Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

**PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of December 31, 2007 is entered into by and among each of the parties listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "Pledgor" and collectively the "Pledgors"), and PNC Bank, National Association (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among each Pledgor, as a borrower or borrower representative and the Agent, the Agent has agreed to provide certain loans to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean all Obligations, debts, liabilities and other obligations of the Borrowers to the Agent and any affiliates of the Agent including without limitation under any Lender-Provided Interest Rate Hedge, under the Credit Agreement.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances (except for Permitted Encumbrances), including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of formation or organization, as applicable without providing thirty (30) days prior written notice to the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets, except in each case as may otherwise be permitted in the Credit Agreement.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except that such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been satisfied in full and the commitments to make Advances, if any, have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Agent prompt notice thereof in writing on every six (6) months. Each Pledgor and the Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein

granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent.

8. At such time as the Pledgors shall have paid in full all of the Debt and the commitments to make Advances, if any, shall have terminated, this Agreement shall terminate and the Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been paid in full and the commitments to make Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Agent (except in the ordinary course of business or any Patent, Trademark or Copyright which is no longer useful in the applicable Pledgor's business), which shall not be unreasonably withheld.

11. Absent an Event of Default, each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "Notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 15.6 (Notice.) of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

[SIGNATURE PAGE 1 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers duly authorized, as of the date first above written.

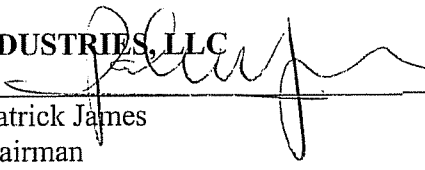
HAWTHORN MANUFACTURING, LLC

By:  _____

Name: Patrick James

Title: Chairman

AVM INDUSTRIES, LLC

By:  _____

Name: Patrick James

Title: Chairman

INTERNATIONAL SPECIALTY TUBE, LLC

By:  _____

Name: Patrick James

Title: Chairman

HOOD & CO., LLC

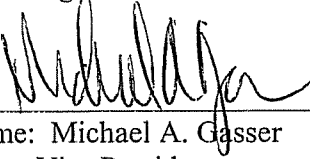
By:  _____

Name: Patrick James

Title: Chairman

**[SIGNATURE PAGE 2 OF 2 TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION,
as the Agent**

By: 
Name: Michael A. Gasser
Title: Vice President

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

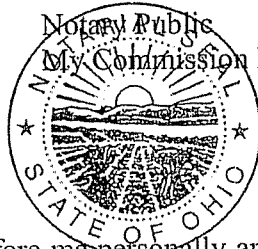
On this 31st day of December, 2007, before me personally appeared Patrick James, who executed the foregoing instrument as the Chairman of Hawthorne Manufacturing, LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, hereunto set my hand.

R. Ann Sabato

[Seal]

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

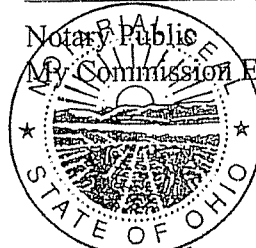
On this 31st day of December, 2007, before me personally appeared Patrick James, who executed the foregoing instrument as the Chairman of AVM Industries, LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, hereunto set my hand.

R. Ann Sabato

[Seal]

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

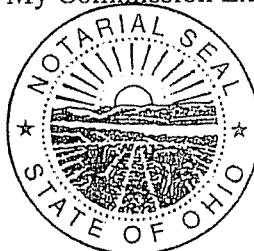
On this 31st day of December, 2007, before me personally appeared Patrick James, who executed the foregoing instrument as the Chairman of International Specialty Tube, LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, hereunto set my hand.

R. Ann Sabato

[Seal]

Notary Public
My Commission Expires:

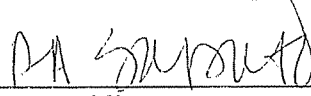


RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

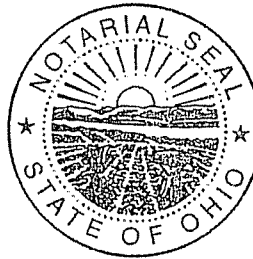
On this 31st day of December, 2007, before me personally appeared Patrick James, who executed the foregoing instrument as the Chairman of Hood & Co., LLC, who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, hereunto set my hand.



Notary Public
My Commission Expires:

[Seal]



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

PATENTS:

<u>AVM Industries, LLC:</u>	See attached.
<u>International Specialty Tube, LLC:</u>	None.
<u>Hood & Co., LLC:</u>	None.
<u>Hawthorn Manufacturing, LLC:</u>	None.

TRADEMARKS:

<u>AVM Industries, LLC:</u>	See attached.
<u>International Specialty Tube, LLC:</u>	None.
<u>Hood & Co., LLC:</u>	None.
<u>Hawthorn Manufacturing, LLC:</u>	None.

TRADE NAMES:

<u>AVM Industries, LLC:</u>	None.
<u>International Specialty Tube, LLC:</u>	None.
<u>Hood & Co., LLC:</u>	None.
<u>Hawthorn Manufacturing, LLC:</u>	None.

COPYRIGHTS:

<u>AVM Industries, LLC:</u>	None.
<u>International Specialty Tube, LLC:</u>	None.
<u>Hood & Co., LLC:</u>	None.
<u>Hawthorn Manufacturing, LLC:</u>	None.

AVM INDUSTRIES, LLC DOMESTIC TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AVM Industries, LLC	AVM	Registered	1701657	7/21/1992
AVM Industries, LLC	AVM	Registered	1739685	12/15/1992
AVM Industries, LLC	AVM	Registered	1736085	12/1/1992
AVM Industries, LLC	STEADY LIFT	Registered	1628204	12/18/1990

AVM INDUSTRIES, LLC FOREIGN TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Country of Registration/Use</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
AVM, Inc.	STRONG ARM	Australia	Registered	A509399	4/26/1989
AVM, Inc.	STRONG ARM & DESIGN	Australia	Registered	A509400	4/26/1989
AVM, Inc.	AVM	Canada	Registered	458267	5/31/1996
AVM, Inc.	STRONGARM	Canada	Registered	313485	4/18/1986
AVM, Inc.	AVM	Japan	Registered	2686138	7/29/1994
AVM, Inc.	AVM SX3	Japan	Registered	2712500	2/29/1996
AVM, Inc.	AVM	Mexico	Registered	441925	9/13/1993
AVM, Inc.	AVM	Mexico	Registered	445301	10/28/1993
AVM, Inc.	STRONGARM	New Zealand	Registered	192622	4/24/1989
AVM, Inc.	STRONGARM LOGO	New Zealand	Registered	182623	4/24/1989