

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Designed Metal Connections, Inc. | | 09/24/2007 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | Calyon | | |
| Street Address: | 9 Quai Du President Paul Doumer | | |
| City: | Paris Defense Cedex | | |
| State/Country: | FRANCE | | |
| Postal Code: | 92920 | | |
| Entity Type: | Financial Institution: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0984826 | PERMASWAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (608)824-7001 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | jcyr@nameprotect.com | | |
| Correspondent Name: | Yanmei Wei | | |
| Address Line 1: | 1221 Avenue of the Americas | | |
| Address Line 2: | Allen & Overy LLP | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |
| Address Line 3: | | | |
| Address Line 4: | | | |

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|--------------------|------------|
| NAME OF SUBMITTER: | John Cyr |
| Signature: | /johncyr/ |
| Date: | 02/28/2008 |

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

DESIGNED METAL CONNECTIONS, INC

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: SEPTEMBER 24, 2007

2. Name and address of receiving party(ies)

Name: CAJON

Internal Address:

Street Address: 9 QUINN ST. PEABODY MA 01962

City: PEABODY State: MA Zip: 01962

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other FINANCIAL INSTITUTION

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)

984826

Additional number(s) attached Yes No

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

Name: YANMEI HEI

Internal Address: AVENUE OF OCEAN LLP

Street Address: 1221 AVENUE OF THE AMERICAS

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved: 1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Yanmei Hei
Name of Person Signing

[Signature]
Signature

2/12/2007
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20531

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Intellectual Property Security Agreement*") dated as of September 24, 2007, is made by Designed Metal Connections, Inc. (the "*Grantor*") in favor of Calyon as Security Agent (the "*Security Agent*") for the Secured Creditors (as defined in the Intercreditor Agreement referred to below).

WHEREAS, Bienfaisance Holding S.A.S., the Grantor, the other Borrowers (as defined therein) and Guarantors (as defined therein), the financial institutions party thereto, Calyon and GE Corporate Finance Bank SAS, London Branch, as Mandated Lead Arrangers, and Calyon, as Facility Agent, Security Agent and Issuing Bank (each as defined therein) are party to that certain Senior Facilities Agreement dated August 23, 2007 (as amended, supplemented or modified from time to time, the "*Senior Facilities Agreement*"). Capitalized terms defined in the Senior Facilities Agreement and not otherwise defined therein are used herein as defined in the Senior Facilities Agreement;

WHEREAS, Bienfaisance Holding S.A.S., the Grantor, various creditors and investors named therein, Calyon and GE Corporate Finance Bank SAS, London Branch, as Senior Mandated Lead Arrangers, and Calyon, as Senior Agent and Security Agent and Issuing Bank (each as defined therein) are party to that certain Intercreditor Agreement dated August 23, 2007 (as amended, supplemented or modified from time to time, the "*Intercreditor Agreement*");

WHEREAS, as a condition to the obligations of the Lenders under the Senior Facilities Agreement to make drawings available to the Borrowers under the Senior Facilities Agreement, the Grantor has executed and delivered that certain Security Agreement between the Grantor and the Security Agent dated as of August 29, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*");

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Agent, for the benefit of the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Security Agent, for the benefit of the Finance Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral");

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks");
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Intellectual Property Security Agreement secures the payment of all obligations of the Obligors now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of 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.


SECTION 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the

Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein and, in the event of any conflict between the Intellectual Property Security Agreement and the Security Agreement, the Security Agreement shall control.

[Remainder of page intentionally left blank]

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

DESIGNED METAL CONNECTIONS, INC.

By 
Name: Doug Hudson
Title: President

Address for Notices:

Address: 37-39, rue de la Bienfaisance,
75008 Paris, France

Fax: 33 1 44 29 21 10

Attention: Vincent-Gael Baudet/Chris Bell

Schedule A
Patents and Patent Applications

| Patent Title | Country | Status | Patent No. | Filing Date / Issue Date |
|---|---------|---------------------------------------|------------|--------------------------|
| Method of axially swaging a male end fitting assembly | U.S. | Granted | 6108895 | 8/29/00 |
| Swaging tool for axially swaged fittings | U.S. | Granted | 5680687 | 10/28/97 |
| Method and apparatus for connecting electric bus | U.S. | Granted | 5654527 | 8/5/97 |
| Axial swage tool having a stabilizing pin | U.S. | Granted | 5592726 | 1/14/97 |
| Axially swaged fitting | U.S. | Granted | 5452921 | 9/26/95 |
| Swaging tool for axially swaged fittings | U.S. | Expired 3/21/03 (as per search) | 5398394 | 3/21/95 |
| Axially swaged fitting with composite swaging ring | U.S. | Granted | 5303958 | 4/19/94 |
| Swaging tool | U.S. | Granted | 5069058 | 12/03/91 |
| Axial swage tool | U.S. | Granted | 7155790 | 1/2/07 |
| Radial swage tool | U.S. | Published | 11/125888 | 5/9/05 |

Schedule B
Trademark Registrations and Applications

| Trademark | Country | Status | App. No. Reg. No. | App. Date Reg. Date |
|------------|---------|------------|----------------------|------------------------------|
| PERMASWAGE | U.S. | Registered | 984826 | 5/28/74 |