

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement to the Purchase Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tensator Limited		02/01/2006	COMPANY: UNITED KINGDOM
Lawrence Metal Products, Inc.		02/01/2006	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The Peninsula Fund IV, L.P.
Street Address:	The Buhl Building
Internal Address:	535 Griswold Street, Suite 2050
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	78226
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2779498	LAWRENCE
Registration Number:	2897643	T2
Registration Number:	2917660	T2-MAX
Registration Number:	2789298	TENSA
Registration Number:	2644294	TG-MAX
Registration Number:	2719436	
Registration Number:	2707211	TENSABARRIER
Registration Number:	2775509	WWW.LAWRENCOMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300
Registration Number:	2962282	WHO'S NEXT
Registration Number:	2602766	CLASSIC
Registration Number:	2610664	EXPRESSIONS
Registration Number:	2599379	POSTRUNNER

OP \$440.00 2779498

Registration Number:	2602767	ROLLABARRIER
Registration Number:	2599380	STOWAWAY
Registration Number:	1438074	TENSABARRIER
Registration Number:	2616008	TENSAGUIDE
Registration Number:	2610665	T-MAX

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Elizabeth A Stafford, Paralegal

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009122.0114
NAME OF SUBMITTER:	Elizabeth A. Stafford
Signature:	/Elizabeth A. Stafford, Paralegal/
Date:	03/27/2008

Total Attachments: 6

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SECURITY AGREEMENT (TRADEMARKS)
(the "Trademark Security Agreement")

WHEREAS Tensator Limited, a company incorporated under the laws of England and Wales, having an address at Danbury Court, Linford Wood, Milton Keynes, MK14 6TS and Lawrence Metal Products Inc., a New York corporation, having an address at 260 Spur Drive South, New York, New York 11706 (each a "Pledgor" and collectively, the "Pledgors"), are the owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS each of the Pledgors is either a borrower or a guarantor under the terms of that certain Purchase Agreement, dated as of February 1, 2006 (as amended from time to time, the "Purchase Agreement") among Tensator, Inc. and Lawrence Metal Products Inc., as joint and several co-issuers (the "Borrowers"), the Guarantors from time to time party thereto (the "Guarantors"), and The Peninsula Fund IV L.P., as Purchaser (the "Purchaser");

WHEREAS the Pledgors are party to that certain Security Agreement, dated as of February 1, 2006 (as amended from time to time, the "Security Agreement") among the Borrowers and the Guarantors, as grantors thereunder, and the Purchaser, pursuant to which the Pledgors have granted to the Purchaser a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Purchase Agreement contemplate and intend that, if an Event of Default (as defined in the Purchase Agreement) shall occur and be continuing, the Purchaser shall have the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise their remedies under the Security Agreement with respect to all of the Pledgors' rights, title and interest in and to the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

Each Pledgor hereby reconfirms the terms of the Security Agreement. Each Pledgor further hereby grants to the Purchaser a security interest in all of such Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of such Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by each Pledgor pursuant hereto secures the payment of all Secured Obligations (as defined in the Purchase Agreement) now or hereafter existing under or in respect of the Purchase Agreement and the Other Agreements (as defined in the Purchase Agreement).

Each Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and each Pledgor and the Purchaser hereby acknowledge and agree that the grant of the security interest hereunder to the Purchaser and the rights and remedies of the Purchaser with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the state of Michigan.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

This Trademark Security Agreement and the rights and remedies of the Purchaser and the obligations of the Pledgors hereunder are subject to the Subordination Agreement dated as of even date herewith, by and among the Borrowers, the Guarantors and the Purchaser (the "Subordination Agreement") and, in the event of any conflict between the terms and provisions of this Trademark Security Agreement and the terms and provisions of the Subordination Agreement, the Subordination Agreement shall control.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Pledgors and the Purchaser have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 1st day of February, 2006.

PLEDGORS:

TENSATOR LIMITED

By: _____
Name:
Title:

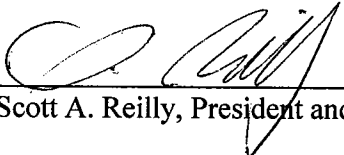
LAWRENCE METAL PRODUCTS, INC.

By: _____
Name:
Title:

PURCHASER:

THE PENINSULA FUND IV L.P.

By: Peninsula Capital Partners, L.L.C.,
Its General Partner

By: 

Scott A. Reilly, President and CIO

SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)

(See Attached)

SCHEDULE A TO THE SECURITY AGREEMENT (Trademarks)**Trade Marks**

Lawrence Metal Products Inc:

Lawrence Registered Trademarks

Trademark	Trademark Number	Country	Owner
LAWRENCE	2,779,498	U.S.	Lawrence
T2	2,897,643	U.S.	Lawrence
T2-MAX	2,917,660	U.S.	Lawrence
TENSA	2,789,298	U.S.	Lawrence
TG-MAX	2,644,294	U.S.	Lawrence
Design (Tape Spool Logo)	2,719,436	U.S.	Lawrence
TENSABARRIER and Design	2,707,211	U.S.	Lawrence
WWW.LAWRENCOMETAL.COM TENSABARRIER BAY SHORE, N.Y. 631-666-0300 and Design	2,775,509	U.S.	Lawrence
WHO'S NEXT	2,962,282	U.S.	Lawrence
CLASSIC	2,602,766	U.S.	Lawrence
EXPRESSIONS	2,610,664	U.S.	Lawrence
POSTRUNNER	2,599,379	U.S.	Lawrence
ROLLABARRIER	2,602,767	U.S.	Lawrence
STOWAWAY	2,599,380	U.S.	Lawrence
TENSABARRIER	1,438,074	U.S.	Lawrence
TENSAGUIDE	2,616,008	U.S.	Lawrence
T-MAX	2,610,665	U.S.	Lawrence