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

Name of conveying party(ies):

Owen Industries, Inc.

7-31-02

- Individual(s) Association
- General Partnership Limited Partnership
- X Corporation-State IA
- Other _____

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

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Agreement of Lien on Trademarks,

service marks and pending applications

Execution Date: June 27, 2002

2. Name and address of receiving party(ies)

Name: GE Capital CFE, Inc., as agent

Internal Address: _____

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

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

If assignee is not domiciled in the United States, a domestic representative designator is attached: Yes No

(Designations must be a separate document from assignment)

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

08/05/2002 TDIAZI 000000% 2447081

DO NOT USE THIS SPACE

01-FC-401
02-FC-402
Statement and signature.

40.00 OP
50.00 OP

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.

Laura Konrath
Name of Person Signing

Signature

7/23/02
Date

Total number of pages including cover sheet, attachments, and document: 3

Continuation
Item 4

I. U.S. Trademark/Service Mark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
Slagger	2447081	April 24, 2001	007, 020	Motor Powered Scraper Blade, Industrial Work Tables

II. U.S. Trademark/Service Mark Applications:

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Int. Class</u>	<u>Goods</u>
Lincbolt	75940787	March 9, 2000	035	Store Services, Featuring mechanical fasteners.
Lincoln Structural Bolt	75940786	March 9, 2000	035	Store Services, Featuring mechanical fasteners.

This Agreement is a Security Document referred to in the Credit Agreement.

AGREEMENT OF LIEN ON
TRADEMARKS, SERVICE MARKS AND PENDING APPLICATIONS

THIS AGREEMENT, by OWEN INDUSTRIES, INC., an Iowa corporation, having its principal place of business at 501 Avenue H, Carter Lake, Iowa 51510 (the "Grantor"), in favor of GE Capital CFE, Inc., having its principal place of business at 201 High Ridge Road, Stamford, Connecticut, 06927, as Agent for the Secured Parties referred to below (in such capacity, together with its successors in such capacity, the "Agent").

Recitals:

A. The Grantor has obtained certain marks which are registered in, or applications for which are pending in, the United States and/or foreign countries, all of which marks, registrations thereof and applications therefor are more particularly described hereinafter.

B. Owen Industries, Inc. and Richard F. Owen Companies, Inc. (f/k/a Central Plains Steel Co.), as borrowers, the Banks party thereto from time to time (the "Banks") and the Agent are party to that certain Revolving Line of Credit Agreement dated as of July 7, 1995, as amended by the First Amendment to Revolving Line of Credit Agreement dated as of March 12, 1996, the Second Amendment to Revolving Line of Credit Agreement dated as of February 28, 1997, the Third Amendment to Revolving Line of Credit Agreement dated as of August 27, 1997, the Fourth Amendment to Revolving Line of Credit Agreement and Joinder dated as of January 1, 1999, and the Fifth Amendment to Revolving Line of Credit Agreement dated as of September 28, 2001 (as further amended, supplemented, restated or modified from time to time, the "Credit Agreement").

C. The Grantor and the Agent entered into a Security Agreement dated as of September 28, 2001 (as amended from time to time, the "Security Agreement"). Pursuant to the Security Agreement, the Grantor has granted to and created in favor of the Agent, for the benefit of the Banks and the Agent (collectively, the "Secured Parties"), to secure the Secured Obligations (as defined in the Security Agreement), a lien on and security interest in certain property of the Grantor, including the marks, registrations thereof and pending applications therefor referred to above.

NOW, THEREFORE, the Grantor, intending to be legally bound, hereby confirms that it has granted to and created in favor of the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and hereby grants to and creates in favor of the Agent, for the benefit of the Secured Parties, a lien on and security interest in all of Grantor's right, title and interest in and to the following marks, registrations thereof and pending applications therefor, together with the goodwill of the business symbolized by such marks, as security for the full and timely payment and performance of the Secured Obligations:

I. U.S. Trademark/Service Mark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>	<u>Goods</u>
Slagger	2447081	April 24, 2001	007, 020	Motor Powered Scraper Blade, Industrial Work Tables

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This Agreement is a Security Document referred to in the Credit Agreement.

WITNESS the due execution hereof as of the 27 day of June, 2002.

OWEN INDUSTRIES, INC

By: John R. Johnson

Name: Senior Vice President

Title: _____

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

SS:

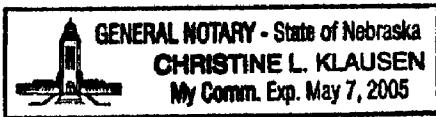
On this, the 27 day of June, 2002, before me, a Notary Public, the undersigned officer, personally appeared John R. Sunderman, who acknowledged himself to be Senior Vice President of Owen Industries, Inc., an Iowa corporation, and that he as Senior Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself as Senior Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christine L. Klausen
Notary Public

(Notarial Seal)

My Commission Expires:



CH1:991504.3

RECORDED: 07/31/2002

TRADEMARK
REEL: 002556 FRAME: 0022