

08-26-2002

Form PTO-1594
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OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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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):

American Industrial Technologies, Inc.

8-21-02

- 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: August 15, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal

Address: _____

Street Address: 231 South LaSalle Street

City: Chicago State: IL Zip: 60601

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other _____

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

OFFICE OF PUBLIC RECORDS
2002 AUG 21 PM 3:01
FINANCE SECTION

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2043680; 1967717;
2101013

Additional number(s) attached Yes No

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

Name: Nicole M. Walker

Internal Address: Neal, Gerber & Eisenberg

Street Address: Two North LaSalle Street

City: Chicago State: IL Zip: 60602-3801

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: _____

DO NOT USE THIS SPACE

9. Signature.

Nicole M. Walker

Name of Person Signing

Signature

August 20, 2002

Date

12

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

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

08/23/2002 TPIAZ1 00000064 2043680

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK
REEL: 002568 FRAME: 0940

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of August 15, 2002, by and between **AMERICAN INDUSTRIAL TECHNOLOGIES, INC.**, an Illinois corporation (the "Grantor"), and **BANK OF AMERICA, N.A.** (the "Bank").

W I T N E S S E T H:

WHEREAS, Wilbert, Inc., an Illinois corporation (the "Borrower") and the Bank are parties to that certain Credit Agreement dated of even date herewith (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), pursuant to which the Bank has agreed to make loans and other extensions of credit to the Borrower;

WHEREAS, all liabilities and obligations of the Borrower under the Credit Agreement are (i) guaranteed by the Grantor pursuant to a Joint and Several Guaranty dated of even date herewith (as amended, modified, restated or supplemented from time to time, the "Guaranty") and (ii) secured by the Grantor pursuant to a Security Agreement dated of even date herewith (as amended, modified, restated or supplemented from time to time, the "Security Agreement");

WHEREAS, Grantor has agreed to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Liabilities" (as defined in the Security Agreement) and (ii) as a condition precedent to the Bank entering into the Credit Agreement:

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement or the Security Agreement shall have the meaning specified for such term in the Credit Agreement or the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Liabilities, Grantor hereby grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party to the extent permitted by and subject to such other agreements, whether Grantor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Grantor will not, without Bank's prior written consent, take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the Bank's security interest in the Trademarks and Licenses.

6. New Trademarks and Licenses. Grantor represents and warrants that (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements pursuant to which Grantor is the licensee or licensor

thereunder and (c) no other liens, claims or security interests have been granted by Grantor to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to Bank written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. Grantor hereby authorizes Bank to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Grantor hereby agrees that the use by Bank of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Bank to Grantor.

8. Right to Inspect; Further Assignments and Security Interests. The Bank may at all reasonable times upon reasonable prior notice to Grantor (and at any time when an Event of Default or Unmatured Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Grantor's quality control processes; provided that, in conducting such inspections and examinations, Bank shall use reasonable efforts not to unnecessarily disturb the conduct of Grantor's ordinary business operations. From and after the occurrence of an Event of Default, Grantor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such reasonable additional product and service quality controls as Bank or such conservator, in its commercially reasonable judgment, may deem necessary to assure maintenance of the quality of products and services sold by Grantor under the Trademarks and the Licenses. Grantor agrees (a) not to sell or assign its interest in the Trademarks or the Licenses without the prior and express written consent of Bank which consent will not be unreasonably withheld, (b) to maintain the quality of said products and services as of the date hereof, and (c) not to change the quality of such products or services in any material respect without Bank's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Bank's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Secured Liabilities, this Agreement shall terminate and Bank shall promptly execute and deliver to the Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Trademarks and the Licenses (including, without limitation, a Release in the Form attached hereto as Exhibit A), subject to any disposition thereof which may have been made by Bank pursuant to this Agreement or the Credit Agreement.

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and at the Grantor's commercially reasonable discretion, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License necessary in the operation of the Grantor's business without the prior written consent of Bank and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses, that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor has no obligation to register marks not currently registered or in pending application for registration.

11. Bank's Right to Sue. From and after the occurrence of an Event of Default, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Bank shall commence any such suit, Grantor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Bank for all costs and expenses incurred by Bank in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Bank).

12. Waivers. Bank's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Bank unless such suspension or waiver is in writing signed by an officer of Bank and directed to Grantor specifying such suspension or waiver.

13. Bank's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Bank may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, the Security Agreement and any other Loan Documents.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but 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 hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement (including the Schedules) cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence of an uncured Event of Default and the giving of written notice by Bank to Grantor of Bank's intention to enforce its rights and claims against Grantor, Grantor hereby irrevocably designates, constitutes and appoints Bank as Grantor's true and lawful attorney-in- fact, and authorizes Bank and any of Bank's designees, in Grantor's or Bank's name, from and after the occurrence of an Event of Default, to (a) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as Bank deems in its best interest. Bank shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks or Licenses. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Liabilities shall have been paid in full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies 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 Trademarks or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Bank and its successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Bank's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

19. Notices. All notices or other communications hereunder shall be given care of the Borrower, in the manner and to the addresses set forth in the Credit Agreement.

20. Bank's Duty. Bank shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.

AMERICAN INDUSTRIAL
TECHNOLOGIES, INC., an Illinois
corporation

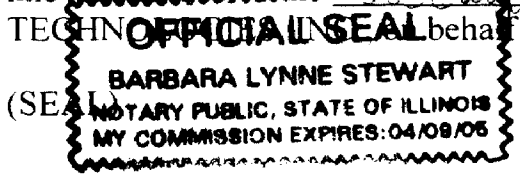
By: 
Title: SECRETARY

BANK OF AMERICA, N.A.

By: 
Title: VICE PRESIDENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

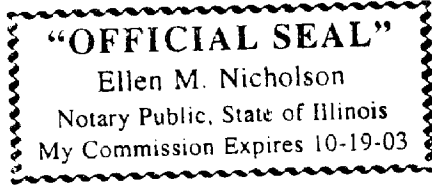
The foregoing Trademark Security Agreement was executed and acknowledged before me this 13th day of August, 2002, by Roger P. Stalvey, personally known to me to be the President of AMERICAN INDUSTRIAL TECHNOLOGICAL behalf of such corporation.



Barbara Lynne Stewart
Notary Public BARBARA LYNNE STEWART
County, Cook
My commission expires: 04/09/05

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 15th day of August, 2002, by Edward R. Sleeper, personally known to me to be the Vice President of BANK OF AMERICA, N.A., on behalf of such corporation.



(SEAL)

Ellen M. Nicholson
Notary Public Ellen M. Nicholson
County, COOK
My commission expires: 10-19-03

Schedule A
to
Trademark Security Agreement

Dated as of August 15, 2002

Trademarks

COUNTRYID	REGNO	TMARK	REG
US	2,043,680	AMERIFLEX	03/11/1997
US	1,967,717	AMERITEK	04/16/1996
US	2,101,013	AITI Logo	09/30/1997
Illinois State Mark	054090	AMERIFLEX	12/16/1983

**Schedule B
to
Trademark Security Agreement**

Dated as of August 15, 2002

Licenses

None.