

Cerberus-1 (TMS)

02-19-2003

2.10.03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



102367074

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Pilot Industries, Inc. Cerberus Pilot Acquisition, LLC et al. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other

2. Name and address of receiving party(ies) Name: Cerberus Pilot Holdings, LLC Internal Address: Street Address: 450 Park Avenue. 28th Floor City: New York State: NY Zip: 10022 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other Limited Liability Corporation

3. Nature of conveyance: [] Assignment [] Merger [X] Security Agreement [] Change of Name [] Other Execution Date: 31 DEC 2002

4. Application number(s) or registration number(s): See Schedule "B" attached hereto A. Trademark Application No.(s) 1745270 B. Trademark Registration No.(s) Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David I. Roche Internal Address: BAKER & MCKENZIE Street Address: 130 E. Randolph Drive City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 10 7. Total fee (37 CFR 3.41): \$ 400.00 [] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 02-0400 (Baker & McKenzie) (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. David I. Roche Name of Person Signing Signature Date 3 FEB 03

Total number of pages including cover sheet, attachments, and document: 23 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002673 FRAME: 0263

SCHEDULE B
to
SECURITY AGREEMENT

Trademark Registration and Applications for Registration

PILOT INDUSTRIES, INC. - Trademarks (Pending and Registered)

20-Dec-02

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-10019/04	United States	P-TEC File Type: Trademark	306,190 8/21/1992	1,785,230 8/3/1993	ISSUED
PII-13319/04	United States	P-CAP File Type: Trademark	74/308,947 8/31/1992	1,771,451 5/18/1993	ISSUED
PII-13719/04	United States	E-P-CAP File Type: Trademark	513,443 4/18/1994	1,950,142 1/23/1996	ISSUED
PII-18119/04	United States	MICRO ARC File Type: Trademark	75/099,289 5/6/1996	2,110,440 11/4/1997	ISSUED
PII-19019/04	United States	SPARK TECH File Type: Trademark	74/119,464 6/3/1996	2,094,647 9/9/1997	ISSUED
PII-24419/04	United States	PILOT INDUSTRIES AND DESIGN File Type: Trademark	75/890,857 1/6/2000		PENDING
PII-24480/04	United States	PILOT INDUSTRIES & DESIGN File Type: Trademark	75/980,461 1/6/2000		PENDING
PII-25119/04	United States	PILOT FUEL MANAGEMENT SOLUTIONS File Type: Trademark	75/931,834 2/28/2000		PENDING
PII-25219/04	United States	PFM SOLUTIONS File Type: Trademark	75/931,835 2/28/2000		PENDING
PII-27219/04	United States	ZLT File Type: Trademark	76/310,947 9/10/2001		PENDING

SECURITY AGREEMENT

This is a Security Agreement (the "Agreement"), dated as of December 31, 2002, among Pilot Industries, Inc., Cerberus Pilot Acquisition, LLC, Cerberus Pilot Acquisition II, LLC, P. Vest LLC, Lincoln Test Lab, LLC, Pilot Developments de Mexico S.A. de C.V., Industrias Pilot de Mexico S.A. de C.V. and Pilot Automotive Fluid Handling Systems, GmbH (collectively referred to herein as the "Guarantors"), and Cerberus Pilot Holdings, LLC ("CPH").

RECITALS

A. Pursuant to a GUARANTEE AND SECURITY AGREEMENT AND IRREVOCABLE PROXY, dated as of December 31, 2002 (the "Guarantee Agreement"), among the Guarantors and CPH, the Guarantors have guaranteed to CPH the repayment of certain loans made by CPH to the Borrower (as defined in the Guarantee Agreement).

B. In connection with the Guarantee Agreement, the Guarantors have granted to CPH, a security interest in certain Collateral (as defined in the Guarantee Agreement), which Collateral includes certain patent rights, trademark rights, copyrights and license rights (the "Intellectual Property").

C. Pursuant to the Guarantee Agreement, the Guarantors are required to execute and deliver this Agreement for purposes of recording in the U.S. Patent and Trademark Office, and elsewhere, the existence of a security interest in favor of CPH in all of the Intellectual Property.

D. The Guarantors have duly authorized the execution, delivery, and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce CPH to make the loans to the Borrower and to enter into the Guarantee Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantors agree with CPH, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee Agreement.

Section 2. Grant of Security Interest. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the obligations set forth in the Guarantee Agreement and the promissory note issued by the Borrower to CPH (the "Note"), the Guarantors hereby pledge and assign to CPH, a continuing security interest in, to, and under, all of the following property, whether now existing or hereafter arising or acquired:

(a) all of Guarantors' right, title and interest in the United States and throughout the world in, to and under all United States and foreign patents and all patent and design

patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and all currently pending patent applications in which Guarantors have an ownership interest are listed on Schedule A attached hereto and made a part hereof. Guarantors hereby further grant, assign and convey to CPH, a valid security interest, having priority over all other security interests in all of the right, title and interest of Guarantors in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) all of Guarantors' right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which Guarantors have an ownership interest and all foreign trademark registrations and all currently pending trademark applications in which Guarantors have an ownership interest, are listed on Schedule B attached hereto and made a part hereof. Guarantors hereby further grant and convey to CPH, a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for CPH's benefit damages and payments for past or future infringements of the Trademarks, (iii) all rights under or ownership interest in any trademark license agreements or service mark license agreements with any other party, whether Guarantors are a licensee or licensor under any such license agreement, except such license agreements for which consent is required from a third party to grant such security interest and which has not been obtained, copies of which license agreements will be furnished by Guarantors to CPH upon CPH's reasonable request, and (iv) all of the Guarantors' goodwill of the business connected with the use of, and symbolized by the items described in, the foregoing.

(c) all of the Guarantors' right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming Guarantors as licensor or licensee, granting any right under any copyright any work which is or may be subject to copyright protection pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of Guarantors, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in which Guarantors have an ownership interest are listed on Schedule C

attached hereto and made a part hereof. Guarantors hereby further grant to CPH, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for CPH's benefit damages and payments for past or future infringements of the Copyrights.

(d) all of Guarantors' right, title and interest in the United States and throughout the world in, to and under all of the licenses and license rights held by Guarantors and giving Guarantors any right to practice or utilize in any way any intellectual property in United States and foreign jurisdictions (hereinafter collectively referred to as the "IP Licenses"). All licenses and license rights held by Guarantors in which Guarantors have any interest are listed on Schedule D attached hereto and made a part hereof. Guarantors hereby further grant, assign and convey to CPH, a valid security interest, having priority over all other security interests in all of the IP Licenses of Guarantors and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of rights granted to Guarantors in any of the IP Licenses.

Section 3. Recording; Guarantee Agreement Controls. This Agreement has been executed and delivered by the Guarantors for the purpose of recording the security interest of CPH in the Collateral at the United States Patent and Trademark Office, the United States Copyright Office, and any other place where CPH chooses to make a recording. The security interest granted hereby has been granted as a supplement to, and not in limitation or in lieu of, the security interest granted under the Guarantee Agreement. The Guarantee Agreement (and all rights and remedies of CPH thereunder) shall remain in full force and effect in accordance with its terms, and in the event of any inconsistencies between the Guarantee Agreement and this Agreement, the Guarantee Agreement shall be considered to supercede this Agreement.

Section 4. Release of Intellectual Property. At such time as all Guarantors' obligations under the Guarantee Agreement and the Note have been Fully Satisfied, CPH, at Guarantors' expense, shall execute and deliver to the Guarantors all instruments and other documents as may be necessary or appropriate to release the lien on and security interest in the Intellectual Property which has been granted hereunder.

Section 5. Incorporation of Guarantee Agreement Terms. The Guarantors do hereby further acknowledge and affirm that the rights and remedies of CPH with respect to the security interest in the Intellectual Property granted hereby are more fully set forth in the Guarantee Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

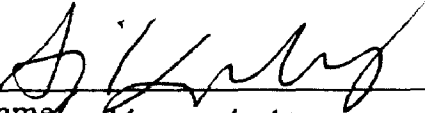
Section 6. Subject to Guarantee Agreement. This Agreement is executed pursuant to the Guarantee Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Guarantee Agreement.

Section 7. Miscellaneous. This Agreement shall be governed by the laws of the State of New York and may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CERBERUS PILOT HOLDINGS, LLC


By: Pilot Manager, LLC, its Manager,

By: 
Name: *Abigail May*
Title: *Authorized Signatory*

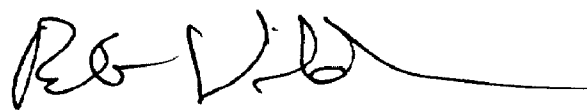
PILOT INDUSTRIES, INC.

By: 
Name: Robert Wildeker
Title: Chairman

CERBERUS PILOT ACQUISITION, LLC


By: 
Name: Robert Wildeker
Title: Manager

CERBERUS PILOT ACQUISITION II, LLC

By: 
Name: Robert Wildeker
Title: Manager

P. VEST LLC


By: Pilot Industries, Inc., its sole Member

By: 
Name: Robert Wildeker
Title: Chairman and Secretary

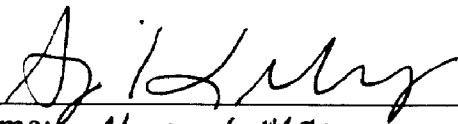
LINCOLN PARK TEST LAB, LLC

By: P. Vest LLC, its sole member

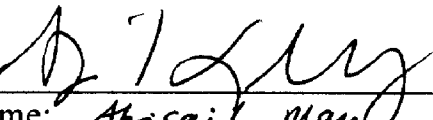
By: Pilot Industries, Inc., its sole member

By: 
Name: Robert Wildeker
Title: Chairman and Secretary

PILOT DEVELOPMENTS DE MEXICO S.A.
DE C.V.

By: 
Name: *Abrisail May*
Title: *Sole Administrator*

INDUSTRIAS PILOT DE MEXICO S.A. DE
C.V.

By: 
Name: *Abrisail May*
Title: *Sole Administrator*

PILOT HOSE & TUBE ASSEMBLIES, B.V

By: _____

Name:

Title:

PILOT AUTOMOTIVE FLUID HANDLING
SYSTEMS, GMBH

By: Mark R. Krupp

Name: MARK R. KRUPP

Title: Managing Director

SCHEDULE A
to
SECURITY AGREEMENT

Patents and Patent Applications

PILOT INDUSTRIES, INC. - Issued Patents

20-Dec-02

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
P11-10202/04	United States	QUICK CONNECT COUPLING FOR A FUEL TANK File Type: Patent	033,354 3/18/1993	5,310,226 5/10/1994	ISSUED
P11-11003/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/265,679 6/24/1994	5,759,329 6/2/1998	ISSUED
P11-11004/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/403,303 3/14/1995	5,958,532 9/28/1999	ISSUED
P11-11005/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/707,663 9/4/1996	5,916,404 6/29/1999	ISSUED
P11-12102/04	United States	QUICK CONNECT COUPLING File Type: Patent	08/064,907 5/24/1993	5,988,705 11/23/1999	ISSUED
P11-13002/04	United States	SOFT X-RAY IMAGING DEVICE File Type: Patent	08/232,839 4/25/1994	5,491,331 2/13/1996	ISSUED
P11-13003/04	United States	SOFT X-RAY IMAGING DEVICE File Type: Patent	08/427,342 4/24/1995	5,504,324 4/2/1996	ISSUED
P11-13102/04	United States	COVER FOR A FUEL TANK SUPPORT STRAP File Type: Patent	08/199,046 2/17/1994	5,445,351 8/29/1995	ISSUED
P11-13203/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/403,499 3/14/1995	5,554,425 9/10/1996	ISSUED

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-13204/04	United States	METHOD OF PREPARING A FLUOROPOLYMER COMPOSITE File Type: Patent	08/499,207 7/7/1995	5,500,257 3/19/1996	ISSUED
PII-13402/04	United States	NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent	07/754,531 9/4/1991	5,212,864 5/23/1993	ISSUED
PII-13502/04	United States	NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLATION File Type: Patent	08/056,835 5/3/1993	5,385,179 1/31/1995	ISSUED
PII-14102/04	United States	QUICK CONNECT COUPLING File Type: Patent	08/267,887 6/28/1994	5,527,072 6/18/1996	ISSUED
PII-14402/04	United States	INSULATED FLUID COUPLING ASSEMBLY File Type: Patent	08/389,120 2/15/1995	5,553,896 9/10/1996	ISSUED
PII-15002/04	United States	PRE-COCKED QUICK CONNECT COUPLING File Type: Patent	08/456,468 6/1/1995	5,509,695 4/23/1996	ISSUED
PII-15102/04	United States	MOLDED QUICK CONNECT COUPLING File Type: Patent	08/445,278 5/22/1995	5,553,899 9/10/1996	ISSUED
PII-16102/04	United States	APPARATUS FOR TESTING EXTRUDED TUBING File Type: Patent	08/515,272 8/15/1995	5,651,999 7/29/1997	ISSUED
PII-16502/04	United States	SYSTEM FOR FORMING A METAL TUBING File Type: Patent	08/563,492 11/28/1995	5,738,723 4/14/1998	ISSUED
PII-16902/04	United States	LEAK DETECTION SYSTEM File Type: Patent	08/515,270 8/15/1995	5,553,483 9/10/1996	ISSUED

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-17102/04	United States	FUEL TANK VALVE ASSEMBLY File Type: Patent	08/594,637 2/2/1996	5,601,114 2/11/1997	ISSUED
PII-17802/04	United States	HEAT SHIELD AND METHOD OF MANUFACTURING THE HEAT SHIELD File Type: Patent	08/811,578 3/5/1997	5,846,634 12/8/1998	ISSUED
PII-19102/04	United States	TUBE BENDING APPARATUS File Type: Patent	08/826,898 4/9/1997	5,836,188 11/17/1998	ISSUED
PII-19602/04	United States	X-RAY SOURCE File Type: Patent	08/784,836 1/17/1997	5,796,805 8/18/1998	ISSUED
PII-20602/04	United States	QUICK CONNECT COUPLING WITH IMPROVED RETAINER File Type: Patent	08/967,551 11/10/1997	5,971,445 10/26/1999	ISSUED
PII-20902/04	United States	HOSE COUPLING File Type: Patent	09/112,496 7/9/1998	6,000,729 12/14/1999	ISSUED
PII-21002/04	United States	BACTERIA COLONY COUNTER AND CLASSIFIER File Type: Patent	09/083,723 5/22/1998	6,002,789 12/14/1999	ISSUED
PII-21202/04	United States	X-RAY SOURCE HAVING REMOVABLE CATHODE ASSEMBLY File Type: Patent	09/095,291 6/10/1998	5,970,117 10/19/1999	ISSUED
PII-22302/04	United States	X-RAY IMAGING SYSTEM FOR DETERMINING AREA DENSITY OF LOW DENSITY SAMPLES File Type: Patent	09/310,278 5/12/1999	6,167,113 12/26/2000	ISSUED

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
P11-22402/04	United States	WATER JET STRIPPING PROCESS File Type: Patent	09/213,966 12/17/1998	5,991,995 11/30/1999	ISSUED
P11-22902/04	United States	PRESS WITH AUTOMATED DIE CHANGE File Type: Patent	09/354,278 7/15/1999	6,213,279 4/10/2001	ISSUED
P11-23002/04	United States	SYSTEM FOR LOADING RAW MATERIAL AND UNLOADING FINISHED PARTS FROM A COMPRESSION MOLD File Type: Patent	09/354,277 7/15/1999	6,224,363 5/1/2001	ISSUED
P11-23102/04	United States	APPARATUS FOR COATING FIBERS File Type: Patent	09/298,011 4/22/1999	6,221,161 4/24/2001	ISSUED
P11-25802/04	United States	VENT VALVE ASSEMBLY File Type: Patent	09/707,465 11/7/2000	6,338,362 1/15/2002	ISSUED
P11-25902/04	United States	AUTOMOTIVE FUEL TANK FILL ASSEMBLY File Type: Patent	09/702,622 10/31/2000	6,336,482 1/8/2002	ISSUED

AU-W:\Word Processing\dws\P11orStatusReport(PATP11).rtf

PILOT INDUSTRIES, INC. - Pending Applications

20-Dec-02

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
P11-11007/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	09/638,472 8/14/2000		PENDING
P11-25302/04	United States	METHOD FOR TREATING IRON BASED PARTS File Type: Patent	09/844,461 4/27/2001		PENDING
P11-26402/04	United States	QUICK CONNECT COUPLING W/CHECK VALVE File Type: Patent	09/946,105 9/4/2001		PENDING
P11-26502/04	United States	DIE ASSEMBLY File Type: Patent	10/003,140 11/15/2001		PENDING
P11-26602/04	United States	APPARATUS FOR SHAPING THERMOPLASTIC TUBES File Type: Patent	09/970,606 10/4/2001		PENDING
P11-26802/04	United States	ANNEALING APPARATUS File Type: Patent	10/136,750 4/30/2002		PENDING
P11-26902/04	United States	FUEL TANK SPUD File Type: Patent	10/021,671 12/12/2001		PENDING
P11-26903/04	United States	SPUD ASSEMBLY FOR A FUEL TANK File Type: Patent	12/12/2002		PENDING
P11-27002/04	United States	DEVICE FOR SECURING A HOSE CLAMP TO A HOSE File Type: Patent	10/003,141 11/15/2001		PENDING
P11-27102/04	United States	FUEL FILL TUBE ASSEMBLY File Type: Patent	10/003,771 11/15/2001		PENDING

TRADEMARK

REEL: 002673 FRAME: 0279

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-27602/04	United States	METHOD FOR MANUFACTURING A FLUID COUPLING File Type: Patent	10/210,150 8/1/2002		PENDING
PII-28202/04	United States	HOSE ASSEMBLY AND METHOD FOR MAKING THE SAME File Type: Patent	10/267,064 10/8/2002		PENDING

am-W:\Word Processing\Ipiot\StatusReport(APP).rtf

PILOT INDUSTRIES, INC. - Issued Patents (NWD INTERNATIONAL, INC.)

20-Dec-02

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-16802/04	United States	HYDRAULIC PORT FITTING File Type: Patent	08/230,972 5/14/1996	5,516,156 5/14/1996	ISSUED
PII-16803/04	United States	HYDRAULIC PORT FITTINGS File Type: Patent	08/409,206 3/23/1995	5,516,157 5/14/1996	ISSUED
PII-16804/04	United States	TRANSVERSE HYDRAULIC COUPLING W/LIPPED PORT File Type: Patent	08/232,734 4/25/1994	5,533,764 7/9/1996	ISSUED
PII-16805/04	United States	CRIMPED TUBE-TO-PORT HYDRAULIC FITTINGS File Type: Patent	08/269,841 7/1/1994	5,533,765 7/9/1996	ISSUED
PII-19802/04	United States	HYDRAULIC COUPLING File Type: Patent	07/293,392 1/4/1989	4,934,742 6/19/1990	ISSUED
PII-19803/04	United States	ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent	08/293,392 6/5/1990	5,115,550 5/26/1992	ISSUED
PII-19804/04	United States	ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent	823,894 1/22/1992	5,197,769 3/30/1993	ISSUED
PII-19902/04	United States	HYDRAULIC COUPLING File Type: Patent	520,216 5/8/1990	5,060,988 10/29/1991	ISSUED
PII-20002/04	United States	HYDRAULIC FITTING WITH O-RING SEAL END STOP File Type: Patent	520,537 5/8/1990	5,076,616 12/31/1991	ISSUED

TRADEMARK

REEL: 002673 FRAME: 0281

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO. ISSUE DATE	STATUS
PII-20102/04	United States	BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING SAME File Type: Patent	08/193,902 2/9/1994	5,358,168 10/25/1994	ISSUED
PII-20202/04	United States	HYDRAULIC HOSE ADAPTER WITH O-RING SEAL File Type: Patent	493,222 5/10/1983	4,458,926 7/10/1984	ISSUED
PII-20302/04	United States	BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING THE SAME File Type: Patent	192,716 2/7/1994	5,439,257 8/8/1995	ISSUED

AU-W:\Word Processing\dws\PilotStatusReport(PATNWD).rtf

SCHEDULE C
to
SECURITY AGREEMENT

Copyrights

NONE

IP Licenses

Agreement dated November 7, 1996, between NWD International, Inc. and Pilot Industries, Inc., as such agreement may have been amended and/or assigned.