MPD 3/22/04

03-23-2004

3/22/04

Form PTO-1594 3/22/04
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102663055

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

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):
D-M-E Company

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State DE
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston, acting through its Cayman Islands Branch, as Collateral Agent
Internal Address: 2nd Floor
Street Address: One Madison
City: New York State: NY Zip: 10010

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other corporation organized under the laws of Switzerland

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 03/12/04

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

A. Trademark Application No.(s) See continuation of item 4 attached hereto

B. Trademark Registration No.(s) See continuation of item 4 attached hereto

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins LLP
Suite 5800, Sears Tower
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41).....$ 990.00

- [x] Enclosed 8523 - 120.00
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

03/23/2004 6TON11 00000004 73104475
01 FC:8521 40.00 OP
02 FC:8522 950.00 OP
03 FC:8523 120.00 OP

Linda R. Kastner — Name of Person Signing
Linda R. Kastner — Signature
3/19/04 — Date

Total number of pages including cover sheet, attachments, and document: 12

~~03/23/2004 LHUELLER 00000037 73104475~~
~~01 FC:8521 40.00 OP~~
~~02 FC:8522 950.00 OP~~
~~03 FC:8523 120.00 OP~~

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

Continuation of Item 4

D-M-E Company (DME) Trademarks

Trademarks
Owner D-M-E Company (DME)

United States of America	AUTO FIXED	1094237	6/27/1978	73/104475	10/26/1976	DME
United States of America	COOL ONE	1486791	5/3/1988	73/681520	8/31/1987	DME
United States of America	CSS	1523368	2/7/1989	738991	7/11/1988	DME
United States of America	DME	1842659	7/5/1994	74/192065	8/6/1991	DME
United States of America	DME	1761043	3/30/1993	74/192072	8/6/1991	DME
United States of America	D-M-E	1217295	11/23/1982	73/254044	3/14/1980	DME
United States of America	D-M-E	1721367	10/6/1992	74/143455	3/1/1991	DME
United States of America	DME & DESIGN	812785	8/16/1966	72/216273	4/12/1965	DME
United States of America	DME & DESIGN	2232773	3/16/1999	75/249338	2/28/1997	DME
United States of America	DSS	2080550	7/22/1997	74/649533	3/21/1995	DME
United States of America	FLOW-MATE	2259234	7/6/1999	75/462898	4/6/1998	DME
United States of America	GALAXY	2443512	4/10/2001	75/852771	11/19/1999	DME
United States of America	HOT ONE	1443965	6/23/1987	73/623620	10/2/1986	DME
United States of America	IN2			76/495808	3/10/2003	DME
United States of America	INTEGRITY			76/489773	2/13/2003	DME
United States of America	METEOR	2486347	9/4/2001	76/072416	6/5/2000	DME
United States of America	MFP	1525409	2/21/1989	73/737250	6/29/1988	DME
United States of America	MFP	1451556	8/4/1987	73/600078	5/22/1986	DME
United States of America	MINI-MIGHT	2394775	10/17/2000	75/581193	11/5/1998	DME
United States of America	MOLD BASICS	2468501	7/10/2001	75/864985	12/6/1999	DME
United States of America	MOLD SAVER	1223834	1/18/1983	73/341412	12/14/1981	DME
United States of America	MOLDERBASICS			76/452557	9/25/2002	DME
United States of America	MOLDFUSION	2648270	11/12/2002	76/162223	11/9/2000	DME

Continuation of Item 4

United States of America	PLASTICS UNIVERSITY	2137820	2/17/1998	75/087787	4/15/1996	DME
United States of America	QDS	2504707	11/6/2001	76/237215	4/9/2001	DME
United States of America	SELECTBASE	2738749	7/15/2003	76/379023	3/7/2002	DME
United States of America	SELECTIVE CYCLE	1625672	12/4/1990	73/738990	7/11/1988	DME
United States of America	SELECTIVE CYCLE	1466028	11/17/1987	73/610573	7/22/1986	DME
United States of America	SMART SERIES	1616459	10/9/1990	73/737240	6/29/1988	DME
United States of America	SMART SERIES	1466029	11/17/1987	73/610574	7/22/1986	DME
United States of America	SMART START	1530609	3/21/1989	73/689197	10/8/1987	DME
United States of America	SSH	1953371	1/30/1996	74/649531	3/21/1995	DME
United States of America	SSM	1476579	2/16/1988	73/600084	5/22/1986	DME
United States of America	STELLAR	2632679	10/8/2002	76/072415	6/5/2000	DME
United States of America	STEP START	1449087	7/21/1987	73/610575	7/22/1986	DME
United States of America	STRAIGHT SHOT	2591575	7/9/2002	76/336251	11/13/2001	DME
United States of America	TAS	1953372	1/30/1996	74/649532	3/21/1995	DME
United States of America	VECTORFORM			76/525022	6/23/2003	DME
United States of America	VICTORY			76/524043	6/20/2003	DME

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, D-M-E Company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated March 12, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Credit Suisse First Boston, acting through its Cayman Islands Branch, as collateral agent for certain lenders (in such capacity, together with any permitted successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee, for the benefit of the Agents and the Lenders (as such terms are defined in the Security Agreement), a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of March 12, 2004.

D-M-E COMPANY

By: _____

Name: R.P. LIONESCU

Title: VICE PRESIDENT

STATE OF NY

ss.:

COUNTY OF NY

On this 11 day of March, 2004, before me personally came R.P. LIONESCU, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the VICE PRESIDENT of D-M-E Company, a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of D-M-E Company, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

DANIEL M. BLOCH
NOTARY PUBLIC, State of New York
No. 01BL6097911
Qualified in New York County
Commission Expires Sept. 2, 2007

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by D-M-E Company

[[NYCORP:2369735v1:4300E:03/13/04--04:10 p]]

D-M-E Company (DME) Trademarks

Trademarks
Owner D-M-E Company (DME)

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
Australia	AUTO FIXED PROBE	B341704	7/19/1984	341704	1/8/1980	DME
Benelux	AUTO FIXED PROBE	344573	9/22/1977	38587	3/1/1977	DME
Canada	AUTO FIXED PROBE	245277	5/23/1980	436001	2/19/1979	DME
Germany	AUTO FIXED PROBE	974202	7/21/1978	15450	3/30/1977	DME
Japan	AUTO FIXED PROBE	3335392	7/25/1997	40663/95	4/21/1995	DME
United States of America	AUTO FIXED	1094237	6/27/1978	73/104475	10/26/1976	DME
Brazil	AUTO FIXED PROBE	7175590	3/10/1990	385441		DME
Italy	AUTO FIXED PROBE	793171	10/25/1999	1148/97	4/27/1977	DME
United States of America	COOL ONE	1486791	5/3/1988	73/681520	8/31/1987	DME
United States of America	CSS	1523368	2/7/1989	738991	7/11/1988	DME
Argentina	DME	1688650	9/18/1998	2127809	4/13/1967	DME
Australia	DME	B293730	7/29/1980	293730	1/23/1976	DME
Australia	DME	338565	5/12/1982	338565	6/7/1978	DME
Australia	DME	338561	4/27/1982	338561	6/7/1978	DME
Austria	DME	99128	3/5/1982	AM2997/81	12/4/1981	DME
Benelux	DME (AND DESIGN)	39	1/4/1971	500117	1/4/1971	DME
Brazil	DME	6055435	3/10/1985	30280	10/1/1984	DME
Brazil	DME	6055427	3/10/1985	30279	10/1/1984	DME
Chile	DME	636663	2/16/1982	198913	12/30/1981	DME
Denmark	DME	869/1966	4/2/1996	250166	2/8/1965	DME
Finland	DME	93375	5/14/1996	6055/81	12/30/1981	DME
France	DME	1578495	3/1/1980	192649	3/1/1980	DME
Germany	DME& DESIGN	948480	8/27/1976	13995	5/11/1973	DME
Greece	DME	71577	6/2/1983	71577	4/9/1982	DME
Hong Kong	DME	B29/72	1/12/1972	2790	9/30/1970	DME
India	DME	580877	9/11/1992	580877	9/11/1992	DME
India	DME			580879	9/11/1992	DME
India	DME			580876	9/11/1992	DME
India	DME			580878	9/11/1992	DME
Indonesia	DME	385166	9/2/1997	152786	1/9/1981	DME
Israel	DME	53491	1/1/1987	53491	12/31/1981	DME

TRADEMARK
REEL: 002815 FRAME: 0780

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
Italy	DME	427257	3/30/1985	41105-C/84	9/19/1984	DME
Japan	DME& DESIGN	4412311	8/25/2000	153688/97	8/29/1997	DME
Korea, Republic of	DME	85840	11/23/1982	92-1459	1/4/1982	DME
Korea, Republic of	DME	85841	11/23/1982	92-1460	1/4/1982	DME
Korea, Republic of	DME	272737	8/27/1993	92-30592	10/30/1992	DME
Korea, Republic of	DME	85007	11/2/1982	82-11	1/4/1982	DME
Malaysia	DME	2115/84	12/7/1989	84/02115	5/4/1984	DME
Mexico	DME	241594	10/1/1979		10/1/1979	DME
New Zealand	DME	B140255	1/6/1983	B140255	1/6/1982	DME
New Zealand	DME	B140256	1/6/1983	B140256	1/6/1982	DME
New Zealand	DME	B140258	1/6/1983	B140258	1/6/1982	DME
New Zealand	DME	B140259	1/6/1983	B140259	1/6/1982	DME
Norway	DME (AND DESIGN)	123417	12/12/1985	842057	6/14/1984	DME
Peru	DME	44327	4/30/1987	118150		DME
Peru	DME	44328	4/30/1987	118150		DME
Portugal	DME (AND DESIGN)	132202	1/10/1967	132202	9/15/1965	DME
Singapore	DME	3751/80	8/29/1980		8/29/1980	DME
South Africa	DME	82/0080	9/14/1984	82/0080	1/6/1982	DME
South Africa	DME	82/0081	9/14/1984	82/0081	1/6/1982	DME
South Africa	DME	82/0083	1/14/1984	82/0083	1/6/1982	DME
South Africa	DME	82/0084	9/14/1984	82/0084	1/6/1982	DME
Spain	DME	1752842	12/5/1995	1752842	3/26/1993	DME
Spain	DME	468409	2/18/1966	468409	3/11/1965	DME
Spain	DME	468410	2/18/1966	468410	3/11/1965	DME
Switzerland	DME (AND DESIGN)	339120	7/22/1965		1/25/1965	DME
Taiwan	DME	47864	7/1/1971	31073/59	10/1/1970	DME
United Kingdom	DME	1122553	4/29/1981	1122553	10/17/1979	DME
United States of America	DME	1842659	7/5/1994	74/192065	8/6/1991	DME
United States of America	DME	1761043	3/30/1993	74/192072	8/6/1991	DME
Venezuela	DME	57874	5/11/1970	1250		DME
Canada	DME & DESIGN	232851	4/27/1979	416993	10/27/1977	DME
United States of America	D-M-E	1217295	11/23/1982	73/254044	3/14/1980	DME
United States of America	D-M-E	1721367	10/6/1992	74/143455	3/1/1991	DME
Australia	DME & DESIGN	741988	11/6/1998	741988	8/21/1997	DME
Brazil	DME & DESIGN	820039888	10/5/1999	820039888	8/27/1997	DME
.Brazil	DME & DESIGN			820039900	8/27/1997	DME
Brazil	DME & DESIGN	820039896	8/13/2002	820039896	8/27/1997	DME
Brazil	DME & DESIGN	200025864	8/13/2002	200025864	8/27/1997	DME

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
Canada	DME & DESIGN	534116	10/5/2000	854639	8/27/1997	DME
Denmark	DME & DESIGN	869-1966	4/2/1966			DME
European Community	DME & DESIGN	605162	8/22/1997	605162	8/22/1997	DME
Japan	DME & DESIGN	4412311	8/25/2000	153688/97	8/29/1997	DME
Mexico	DME & DESIGN	625666	9/29/1999	306040	8/28/1997	DME
Mexico	DME & DESIGN	619261	8/26/1999	306041	8/28/1997	DME
Mexico	DME & DESIGN	570147	2/19/1998	306042	8/28/1997	DME
Mexico	DME & DESIGN	643527	2/25/2000	306043	8/28/1997	DME
New Zealand	DME & DESIGN	B281267	2/28/1997	281267	8/21/1997	DME
New Zealand	DME & DESIGN	B281266	2/28/1997	281266	8/21/1997	DME
New Zealand	DME & DESIGN	B281265	2/28/1997	281265	8/21/1997	DME
New Zealand	DME & DESIGN	B281264	2/28/1997	281264	8/21/1997	DME
United States of America	DME & DESIGN	812785	8/16/1966	72/216273	4/12/1965	DME
United States of America	DME & DESIGN	2232773	3/16/1999	75/249338	2/28/1997	DME
United States of America	DSS	2080550	7/22/1997	74/649533	3/21/1995	DME
Australia	FLOW-MATE	743279	5/25/1998	743279	9/8/1997	DME
Brazil	FLOW-MATE	820261483	11/23/1999	820261483	9/19/1997	DME
Canada	FLOW-MATE	533328	9/25/2000	855641	9/8/1997	DME
Mexico	FLOW-MATE	565452	11/28/1997	310928	10/15/1997	DME
New Zealand	FLOW-MATE	282085	9/9/1997	282085	9/9/1997	DME
United States of America	FLOW-MATE	2259234	7/6/1999	75/462898	4/6/1998	DME
Canada	GALAXY			1109928	7/16/2001	DME
European Community	GALAXY	2276392	6/27/2001	2276392	6/27/2001	DME
United States of America	GALAXY	2443512	4/10/2001	75/852771	11/19/1999	DME
United States of America	HOT ONE	1443965	6/23/1987	73/623620	10/2/1986	DME
United States of America	IN2			76/495808	3/10/2003	DME
United States of America	INTEGRITY			76/489773	2/13/2003	DME
Japan	JADME	1120975	5/12/1985	224369/84	12/18/1984	DME
Canada	METEOR	580375	5/1/2003	1109929	7/16/2001	DME
European Community	METEOR	2276004	6/27/2001	2276004	6/27/2001	DME
United States of America	METEOR	2486347	9/4/2001	76/072416	6/5/2000	DME
United States of America	MFP	1525409	2/21/1989	73/737250	6/29/1988	DME
United States of America	MFP	1451556	8/4/1987	73/600078	5/22/1986	DME
United States of America	MINI-MIGHT	2394775	10/17/2000	75/581193	11/5/1998	DME
Canada	MOLD BASICS	556750	1/23/2002	1050681	3/14/2000	DME
European Community	MOLD BASICS	2304467	6/27/2001	2304467	6/27/2001	DME

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
European Community	MOLD BASICS			2658813	4/17/2002	DME
Japan	MOLD BASICS	4620315	11/15/2002	64409/2001	7/13/2001	DME
United States of America	MOLD BASICS	2468501	7/10/2001	75/864985	12/6/1999	DME
United States of America	MOLD SAVER	1223834	1/18/1983	73/341412	12/14/1981	DME
United States of America	MOLDERBASICS			76/452557	9/25/2002	DME
Australia	MOLDFUSION	875163	5/9/2001	875163	5/9/2001	DME
Brazil	MOLDFUSION			823907260	5/8/2001	DME
Canada	MOLDFUSION	637434	5/8/2001	1102382	5/8/2001	DME
European Community	MOLDFUSION			2208221	5/8/2001	DME
Mexico	MOLDFUSION	731308	1/30/2002	484400	5/9/2001	DME
New Zealand	MOLDFUSION	637434	5/8/2001	637434	5/8/2001	DME
United States of America	MOLDFUSION	2648270	11/12/2002	76/162223	11/9/2000	DME
Austria	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Benelux	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Canada	PLASTICS UNIVERSITY	494012	5/6/1998	825881	10/15/1996	DME
Denmark	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
European Community	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Finland	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
France	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Germany	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Greece	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Ireland	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Italy	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Mexico	PLASTICS UNIVERSITY	565453	11/28/1997	310929	10/15/1997	DME
Portugal	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Spain	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
Sweden	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
United Kingdom	PLASTICS UNIVERSITY	371153	12/4/1998	371153	11/8/1996	DME
United States of America	PLASTICS UNIVERSITY	2137820	2/17/1998	75/087787	4/15/1996	DME
Canada	PRO WELD	524461	3/8/2000	873732	3/27/1998	DME
Mexico	PRO WELD	577992	5/28/1998	330340	4/23/1998	DME
United States of America	QDS	2504707	11/6/2001	76/237215	4/9/2001	DME
United States of America	SELECTBASE	2738749	7/15/2003	76/379023	3/7/2002	DME
United States of America	SELECTIVE CYCLE	1625672	12/4/1990	73/738990	7/11/1988	DME
Michigan (U.S.A.)	SELECTIVE CYCLE	M41071	2/9/1990			DME

Country	Trademark	Registration No.	Registration Date	Application No.	Date Filed	Owner
United States of America	SELECTIVE CYCLE	1466028	11/17/1987	73/610573	7/22/1986	DME
United States of America	SMART SERIES	1616459	10/9/1990	73/737240	6/29/1988	DME
United States of America	SMART SERIES	1466029	11/17/1987	73/610574	7/22/1986	DME
United States of America	SMART START	1530609	3/21/1989	73/689197	10/8/1987	DME
United States of America	SSH	1953371	1/30/1996	74/649531	3/21/1995	DME
United States of America	SSM	1476579	2/16/1988	73/600084	5/22/1986	DME
Canada	STELLAR	582535	5/27/2003	1109927	7/16/2001	DME
European Community	STELLAR	2276137	6/27/2001	2276137	6/27/2001	DME
United States of America	STELLAR	2632679	10/8/2002	76/072415	6/5/2000	DME
United States of America	STEP START	1449087	7/21/1987	73/610575	7/22/1986	DME
United States of America	STRAIGHT SHOT	2591575	7/9/2002	76/336251	11/13/2001	DME
United States of America	TAS	1953372	1/30/1996	74/649532	3/21/1995	DME
United States of America	VECTORFORM			76/525022	6/23/2003	DME
United States of America	VICTORY			76/524043	6/20/2003	DME

RECORDED: 03/22/2004