

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.A. Whitney Co.		09/03/2004	CORPORATION: ILLINOIS
Mega Fabrication, Inc.		09/03/2004	CORPORATION: KANSAS

RECEIVING PARTY DATA	
Name:	PNC Bank, National Association
Street Address:	249 Fifth Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	bank:

PROPERTY NUMBERS Total: 11		
Property Type	Number	Word Mark
Serial Number:	78217174	44TC
Registration Number:	2396374	ILC
Registration Number:	2379916	PLATELASER
Registration Number:	1847580	WHITNEY
Registration Number:	2634779	W.A. WHITNEY
Registration Number:	2634780	W.A. WHITNEY
Registration Number:	2653887	W.A. WHITNEY
Registration Number:	2708616	W.A. WHITNEY
Registration Number:	1069300	DIGI-DIAL
Registration Number:	1914550	TRUECUT
Serial Number:	78217185	36TC

CORRESPONDENCE DATA	
Fax Number:	(412)562-1041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

CH \$290.00 78217174

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Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:

11046-301331

NAME OF SUBMITTER:

Michael G. Panian

Total Attachments: 14

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of September 3, 2004 is entered into by and between **EACH OF THE BORROWERS LISTED ON THE SIGNATURE PAGES HERETO** (each a "Pledgor" and collectively the "Pledgors"), and **PNC BANK, NATIONAL ASSOCIATION**, as Agent for the Lenders referred to below (the "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement (as amended, restated, modified or supplemented from time to time, the "Loan Agreement") of even date herewith by and among each Pledgor, as a borrower, the Lenders and the Agent (all as defined in the Loan Agreement), Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Pledgors, and each Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Loan Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and registered copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those that are registered as listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Lenders, or any of their respective Affiliates under the Loan Agreement or any of the Other Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Pledgor to the Agent, the Lenders, or any of their

respective Affiliates, now existing or hereafter incurred under the Loan Agreement, the Note or any of the Other Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to any Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Agreement or the Other Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Agreement or the Other Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all indebtedness, loans, obligations, expenses and liabilities of each and every Pledgor to the Agent or any of the Lenders, or any of their respective Affiliates, arising out of any Lender-Provided Interest Rate Hedge provided by the Agent, such Lenders or such Affiliates pursuant to the Loan Agreement; and (iv) any sums advanced by the Agent or the Lenders or which may otherwise become due pursuant to the provisions of the Loan Agreement, the Note, this Agreement, or any Other Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Other Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as otherwise listed on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) except as otherwise listed on Schedule B hereto, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) such Pledgor shall preserve its corporate existence and except as permitted by the Loan Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except such Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the commitments to make Revolving Advances have terminated, any Pledgor shall own any new trademarks, any newly registered copyrights or any newly patented inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing. Each Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, registered copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, those 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 Patents, Trademarks and Copyrights may be located and, without

limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under Applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Lenders. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Lenders.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Debt and the commitments to make Revolving Advances shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the commitments to make Revolving Advances shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, each Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, each Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its patents, trademarks or copyrights on an international basis.

11. Each Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or Other Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. 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 thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 16.6 [Notices] of the Loan Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the Other Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect

the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

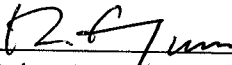
[SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

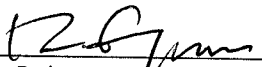
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

BORROWERS:

W.A. WHITNEY CO.


By: 
Name: Robert L. Green
Title: President

MEGA FABRICATION, INC.

By: 
Name: Robert L. Green
Title: President

**[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]**

**PNC BANK, NATIONAL ASSOCIATION, as
Agent**

By: 
Name: David B. Thayer
Title: Vice President

Schedule A
Registered Patents

Patent No.: 4649622 Issue Date:03/17/1987
Application Ser. No.:06647122 Filing Date:09/04/1984
Title: TOOL CHANGING APPARATUS FOR A PUNCH PRESS

Patent No.: 4860428 Issue Date:08/29/1989
Application Ser. No.:07001917 Filing Date:01/09/1987
Title: LIFTING HAND FOR A PUNCH PRESS TOOL CHANGER

Patent No: 5266775 Issue Date: 11/30/1993
Application No: 07961413 Filing Date: 10/15/1992
Title: CUTTER FOR REMOVING DROSS PRODUCED BY A PLASMA ARC TORCH

Patent No.:5382102 Issue Date:01/17/1995
Application Ser. No.:08127940 Filing Date:09/28/1993
Title: INDEXABLE MARKING TOOL FOR USE WITH A PUNCH PRESS

Patent No.:5468929 Issue Date:11/21/1995
Application Ser. No.:08361639 Filing Date:12/22/1994
Title: APPARATUS FOR ADJUSTING THE STAND-OFF HEIGHT OF A
PLASMA ARC TORCH OR THE LIKE

Patent No.:5669866 Issue Date:09/23/1997
Application Ser. No.:08662460 Filing Date:06/10/1996
Title: PUNCH PRESS WITH TOOL CHANGER

Patent No.:5763852 Issue Date:06/09/1998
Application Ser. No.:08711724 Filing Date:09/04/1996
Title: PUNCH PRESS WITH AUXILIARY HIGH-ENERGY THERMAL CUTTING
DEVICE AND IMPROVED SLAG COLLECTION SYSTEM

Patent No.:6127648 Issue Date:10/03/2000
Application Ser. No.:09302277 Filing Date:04/30/1999
Title: LASER-EQUIPPED MACHINE TOOL HAVING A RETRACTABLE SCRAP
REMOVAL SYSTEM

Patent No.:6246025 Issue Date:06/12/2001
Application Ser. No.:09302278 Filing Date:04/30/1999
Title: INSULATED SLAG COLLECTION BED FOR A LASER-EQUIPPED
MACHINE TOOL

Patent No.:6204473 Issue Date:03/20/2001
Application Ser. No.:09302279 Filing Date:04/30/1999
Title: LASER-EQUIPPED MACHINE TOOL CUTTING HEAD WITH
PRESSURIZED COUNTERBALANCE

Patent No.:6229112 Issue Date:05/08/2001
Application Ser. No.:09302602 Filing Date:04/30/1999
Title: AIR HANDLING SYSTEM FOR A LASER-EQUIPPED MACHINE TOOL

Patent No.:6128138 Issue Date:10/03/2000
Application Ser. No.:09353936 Filing Date:07/15/1999
Title: REFLECTIVE LASER COLLIMATOR

Patent No.:6392192 Issue Date:05/21/2002
Application Ser. No.:09396954 Filing Date:09/15/1999
Title: REAL TIME CONTROL OF LASER BEAM CHARACTERISTICS IN A
LASER-EQUIPPED MACHINE TOOL

Patent No.:6455807 Issue Date:09/24/2002
Application Ser. No.:09603281 Filing Date:06/26/2000
Title: METHOD AND APPARATUS FOR CONTROLLING A LASER-EQUIPPED
MACHINE TOOL TO PREVENT SELF-BURNING

Patent No.:6420674 Issue Date:07/16/2002
Application Ser. No.:09636205 Filing Date:08/10/2000
Title: HEAVY-DUTY LASER PLATE CUTTING MACHINE

Patent No.:6437286 Issue Date:08/20/2002
Application Ser. No.:09648309 Filing Date:08/25/2000
Title: SLAG COLLECTION AND REMOVAL SYSTEM FOR A HEAVY DUTY
LASER-EQUIPPED MACHINE TOOL

Patent No.:6462301 Issue Date:10/08/2002
Application Ser. No.:09660980 Filing Date:09/13/2000

Title: HEAVY-DUTY PLATE LASER WITH LINEAR MOTORS FOR X AND Y
POSITION CONTROL

Patent No.:6528762 Issue Date:03/04/2003

Application Ser. No.:09781627 Filing Date:02/12/2001

Publication No.:US20020108939 Pub Date:08/15/2002

Title: LASER BEAM POSITION CONTROL APPARATUS FOR A CNC LASER
EQUIPPED MACHINE TOOL

Patent No.:6531680 Issue Date:03/11/2003

Application Ser. No.:09827516 Filing Date:04/06/2001

Publication No.:US20020144987 Pub Date:10/10/2002

Title: CUBE CORNER LASER BEAM RETRO-REFLECTOR APPARATUS FOR A
LASER EQUIPPED MACHINE TOOL

Patent No.:6777641 Issue Date:08/17/2004

Application Ser. No.:10162321 Filing Date:06/02/2002

Title: METHOD AND APPARATUS FOR LASER PIERCING AND CUTTING METAL
SHEET AND PLATE

Patent No.:6608282 Issue Date:08/19/2003

Application Ser. No.:09946393 Filing Date:09/05/2001

Title: MACHINE TOOL LOADING APPARATUS

Registered Trademarks

ILC AND Design Registration No.: 2,396,374

PLATELASER Registration No.: 2,379,916

WHITNEY Registration No.: 1,847,580

W. A. WHITNEY Registration No.: 2,634,779

W. A. WHITNEY Registration No.: 2,634,780

W. A. WHITNEY Registration No.: 2,653,887

W. A. WHITNEY Registration No.: 2,708,616

DIGI-DIAL Reigstration No.: 1,069,300

TRUECut Registration No.: 1,914,550

Pending Trademark Applications

36TC Serial No. 78/217,185; filed February 20, 2003

44TC Serial No. 78/217,174; filed February 20, 2003