

08-22-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼



101819817

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):

Master-Halco, Inc. *8/10-01*

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 2, 2001

2. Name and address of receiving party(ies)

Name: General Electric Capital
Internal Corporation, as Agent for Lenders
 Address: _____

Street Address: 350 South Beverly Dr., #200City: Beverly Hills State: CA Zip: 90212

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ 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

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

A. Trademark Application No.(s) 78/045,439B. Trademark Registration No.(s) 1,062,623Additional number(s) attached ☒ Yes ☐ No

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

Name: Kim Bernstein, Legal AssistantInternal Address: Sidley Austin Brown & WoodStreet Address: 555 W. Fifth Street40th FloorCity: Los Angeles State: CA Zip: 900136. Total number of applications and registrations involved: 237. Total fee (37 CFR 3.41).....\$ 590.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1597

(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.

Kelly Kriebs

Name of Person Signing

Kelly Kriebs

Signature

August 10, 2001

Date

Total number of pages including cover sheet, attachments, and document: 9

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

Trademark Recordation Form Cover Sheet - Page 1 of 2

~~08/21/2001 TBIAT1 00000061 501597 78045439~~~~01 FC:481 40.00 CH~~

TRADEMARK
 REEL: 002352 FRAME: 0828

**Attachment
to
Trademark Recordation Form Cover Sheet**

Continuation of Item No. 4A:

Trademark Application No.(s)

75/598,171

Continuation of Item No. 4B:

Trademark Registration No.(s)

1,087,608
1,234,293
1,309,648
1,717,476
1,826,937
1,871,372
1,841,176
1,834,323
2,399,108
2,022,429
2,236,585
1,072,099
1,634,385
1,548,854
2,348,826
1,895,105
1,767,795
1,730,120
1,754,841
1,777,631

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
COLOR LINK	1,062,623	04/05/77
MASTER COLOR	1,087,608	03/21/78
MASTER HALCO	1,234,293	04/12/83
SAFE-T	1,309,648	12/18/84
SILVERSHIELD	1,717,476	09/22/92
LEGEND	1,826,937	03/15/94
SHADE-A-PET	1,871,372	01/03/95
SLAT MASTER	1,841,176	06/21/94
HOUND SURROUND	1,834,323	05/03/94
MH and Design	2,399,108	10/31/00
COLONIAL ALUMINUM and Design	2,022,429	12/10/96
MISC. Design	2,236,585	04/06/99
PERMAFUSED	1,072,099	08/30/77
A/O AUTOMATIC OPERATORS and Design	1,634,385	02/15/91
MONUMENTAL IRON WORKS	1,548,854	07/25/89
POSTMASTER	2,348,826	05/09/00
IMPRESSIONS(stylized)*	1,895,105	05/23/95
SOUTH EASTERN TIMBER PRODUCTS(stylized)*	1,767,795	04/23/93
SOUTHEASTERN WIRE(stylized)*	1,730,120	11/03/92
GALAXY(stylized)*	1,754,841	12/08/92
SPECTRA(stylized)*	1,777,631	06/22/93

*Acquired from Reeves Southeastern Corporation; trademark assignments were filed on July 20, 2001.

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
FENCEONLINE(pending)	78/045,439	01/29/01
MASTER HALCO(pending/published)	75/598,171	12/02/98
POSTMASTER(pending/Canada)	1,047,127	02/17/00

MAGNUM trademark application sent for review and signature on 06/20/01

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2001, by MASTER-HALCO, INC., a California corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, the Persons named therein as Restricted Subsidiaries, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MASTER-HALCO, INC.

By:

Barry J. Marrs
President and Chief Executive Officer

By:

Eric Moyes
Vice President and Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)

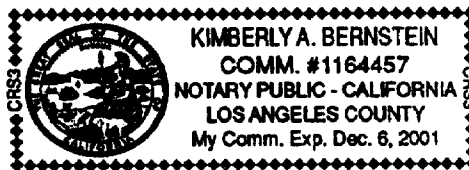
) ss.

COUNTY OF LOS ANGELES

On August 2, 2001, before me Kimberly A. Bernstein, notary public, personally appeared Barry J. Marrs, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Kimberly A. Bernstein
{seal} Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)

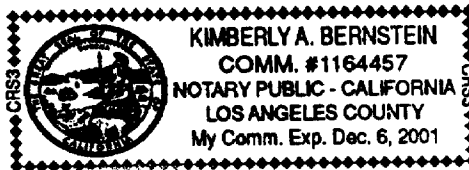
) ss.

COUNTY OF LOS ANGELES

On August 2, 2001, before me Kimberly A. Bernstein, notary public, personally appeared Eric Moyes, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.

Kimberly A. Bernstein
{seal} Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Lender

By: 

Timothy J. Rafanello
Duly Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

(See attached.)

SCHEDULE I

*GE CAPITAL/MASTER-HALCO
TRADEMARK SECURITY AGREEMENT*