

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altra Industrial Motion, Inc.		11/30/2004	CORPORATION: DELAWARE
Warner Electric LLC		11/30/2004	Limited Liability Company: DELAWARE
Kilian Manufacturing Corporation		11/30/2004	CORPORATION: DELAWARE
Warner Electric Technology LLC		11/30/2004	Limited Liability Company: DELAWARE
Formsprag LLC		11/30/2004	Limited Liability Company: DELAWARE
Boston Gear LLC		11/30/2004	Limited Liability Company: DELAWARE
Nuttall Gear LLC		11/30/2004	Limited Liability Company: DELAWARE
The Kilian Company		11/30/2004	CORPORATION: DELAWARE
Warner Electric International Holdings, Inc.		11/30/2004	CORPORATION: DELAWARE
American Enterprises MPT Corp.		11/30/2004	CORPORATION: DELAWARE
Ameridrives International L.P.		11/30/2004	LIMITED PARTNERSHIP: DELAWARE
American Enterprises MPT Holdings, L.P.		11/30/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
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900016123

TRADEMARK
REEL: 002983 FRAME: 0376

CH \$1790.00 1352456

Registration Number:	1352456	CEBMAG
Registration Number:	2871858	CECON
Registration Number:	0681746	AUTOGAP
Registration Number:	2263459	BIDOC
Registration Number:	0838675	ELECTRO-MODULE
Registration Number:	0741888	ELECTRO-PACK
Registration Number:	0743735	F
Registration Number:	0870852	FORM-LOCK
Registration Number:	0867512	FORMCHROME
Registration Number:	0444642	FORMSPRAG
Registration Number:	1216418	FORMSPRAG
Registration Number:	1258259	KOPPER KOOL
Registration Number:	1759504	LLH
Registration Number:	1851941	MAG STOP
Registration Number:	0990826	MESUR-FIL
Registration Number:	1136601	PCE
Registration Number:	1795619	UNIDAMP
Registration Number:	1678062	UNIMODULE
Registration Number:	0527445	WARNER
Registration Number:	0600279	WARNER
Registration Number:	0726202	WARNER ELECTRIC
Registration Number:	1021898	WARNER ELECTRIC
Registration Number:	1026080	WARNER ELECTRIC
Registration Number:	1021407	WARNER ELECTRIC
Registration Number:	1565483	WICHITA
Registration Number:	1258265	WICHITA CLUTCH COMPANY
Registration Number:	1624438	MAGNUM
Registration Number:	2892316	MAGNUM
Registration Number:	2168734	MISTRAL
Registration Number:	0855964	SE
Registration Number:	1216354	KILIAN
Registration Number:	2827924	KILROL
Registration Number:	1771190	ACE
Registration Number:	0603829	BEAR-N-BRONZ
Registration Number:	0298486	BG

Registration Number:	0837074	BOS TRONG
Registration Number:	0547544	BOST-BRONZ
Registration Number:	0612905	BOST-BRONZ
Registration Number:	1111218	BOST-FLEX
Registration Number:	0522912	BOSTON
Registration Number:	0905846	BOSTON GEAR
Registration Number:	1374572	BOSTON
Registration Number:	1131198	BOSTONE
Registration Number:	1689927	DCX
Registration Number:	1794125	DCX PLUS
Registration Number:	1131648	MOTOR MULTIPLIER
Registration Number:	0670192	OPTIMOUNT
Registration Number:	2875347	POSIVENT
Registration Number:	0336730	RATIOMOTOR
Registration Number:	0985828	RATIOPAX
Registration Number:	0743713	RATIOTROL
Registration Number:	1111207	GTS
Registration Number:	1188384	CIG
Registration Number:	1852254	I-MAG
Registration Number:	2609560	QUICKSERVE
Serial Number:	76498191	SHEAVE-GRIP
Serial Number:	76403889	ALL-PHASE
Registration Number:	0905805	BOSTON GEAR
Registration Number:	0529539	AMERICAN
Registration Number:	0802185	AMERIDISC
Registration Number:	1000720	AMERIFLEX
Registration Number:	0586721	AMERIGEAR
Registration Number:	0586723	THE AMERIGEAR FULLY CROWNED TOOTH
Registration Number:	1365217	CENTRIC
Serial Number:	78373119	AMERIGEAR
Serial Number:	78373135	THE AMERIGEAR FULLY CROWNED TOOTH
Registration Number:	2488262	AMERICARDAN
Registration Number:	2168489	AMERIDRIVES
Registration Number:	2205410	AMERIGUARD
Registration Number:	2667819	MARLAND

Serial Number:

78411459

TORQUE SENTRY

CORRESPONDENCE DATA

Fax Number: (703)760-7777

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (703)760-7761

Email: hcheng@mofo.com

Correspondent Name: Andrew N. Spivak

Address Line 1: 1650 Tysons Boulevard

Address Line 2: Suite 300

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

51270-62

NAME OF SUBMITTER:

Hsiao-Ting H. Cheng

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated of November 30, 2004 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Altra Industrial Motion, Inc., a Delaware corporation ("Parent"), each of Parent's Subsidiaries identified on the signature pages thereof (Parent and such Subsidiaries, "Borrowers"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement dated as of November 30, 2004 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest (subject to Permitted Liens) in all of such 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 rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all extensions, modifications and renewals of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each 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.

4. **AUTHORIZATION TO SUPPLEMENT.** Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any trademarks, registrations, or applications therefor (including, without limitation, extensions or renewals) which become part of the Trademark Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

ALTRA INDUSTRIAL MOTION, INC.,
a Delaware corporation, as a Grantor,

WARNER ELECTRIC LLC,
a Delaware limited liability company, as a Grantor,

KILIAN MANUFACTURING CORPORATION,
a Delaware corporation, as a Grantor,
WARNER ELECTRIC TECHNOLOGY LLC,
a Delaware limited liability company, as a Grantor,

FORMSPRAG LLC,
a Delaware limited liability company, as a Grantor,

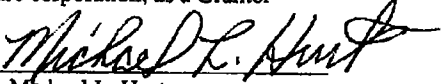
BOSTON GEAR LLC,
a Delaware limited liability company, as a Grantor,

NUTTALL GEAR L L C,
a Delaware limited liability company, as a Grantor,

THE KILIAN COMPANY,
a Delaware corporation, as a Grantor,

WARNER ELECTRIC INTERNATIONAL HOLDING, INC.,
a Delaware corporation, as a Grantor,

AMERICAN ENTERPRISES MPT CORP.,
a Delaware corporation, as a Grantor

By: 
Name: Michael L. Hurt
Title: Chief Executive Officer

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

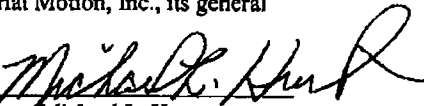
AMERIDRIVES INTERNATIONAL, L.P., a
Delaware limited partnership, as a Grantor

By: American Enterprises MPT Corp., its
general partner

By: 
Name: Michael L. Hurt
Title: Chief Executive Officer

**AMERICAN ENTERPRISES MPT
HOLDINGS, L.P.**, a Delaware limited
partnership, as a Grantor

By: Altra Industrial Motion, Inc., its general
partner

By: 
Name: Michael L. Hurt
Title: Chief Executive Officer

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

AMERIDRIVES INTERNATIONAL, L.P., a
Delaware limited partnership, as a Grantor

By: American Enterprises MPT Corp., its
general partner

By: _____
Name: Michael L. Hurt
Title: Chief Executive Officer

**AMERICAN ENTERPRISES MPT
HOLDINGS, L.P.**, a Delaware limited
partnership, as a Grantor

By: Altra Industrial Motion, Inc., its general
partner

By: _____
Name: Michael L. Hurt
Title: Chief Executive Officer

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT]

SCHEDULE I**TRADEMARKS**

Grantor	Country	Trademark	Registration No.	Registration Date
Formsprag LLC	USA	CEBMAG	1,352,456	08/06/85
Formsprag LLC	USA	CECON	2,871,858	08/10/04
Warner Electric Technology LLC	USA	AUTOGAP	0681,746	07/14/1959
Warner Electric Technology LLC	USA	BIDOC	2,263,459	07/20/1999
Warner Electric Technology LLC	USA	ELECTRO-MODULE	0838,675	11/14/1967
Warner Electric Technology LLC	USA	ELECTRO-PACK	0741,888	12/11/1962
Warner Electric Technology LLC	USA	F AND DESIGN	0743,735	01/15/1983
Warner Electric Technology LLC	USA	FORM-LOCK	0870,852	06/10/1969
Warner Electric Technology LLC	USA	FORMCHROME	0867,512	04/01/1969
Warner Electric Technology LLC	USA	FORMSPRAG	0444,642	01/15/1952
Warner Electric Technology LLC	USA	FORMSPRAG	1,216,418	11/16/1982
Warner Electric Technology LLC	USA	KOPPER KOOL	1,258,259	11/22/1983
Warner Electric Technology LLC	USA	LLH	1,759,504	03/23/1993
Warner Electric Technology LLC	USA	MAG STOP	1,851,941	08/30/1994
Warner Electric Technology LLC	USA	MESUR-FIL	0990,826	08/13/1974
Warner Electric Technology LLC	USA	PCE	1,136,601	06/03/1980
Warner Electric Technology LLC	USA	UNIDAMP	1,795,619	09/28/1993
Warner Electric Technology LLC	USA	UNIMODULE	1,678,062	03/03/1992
Warner Electric Technology LLC	USA	WARNER	0527,445	07/11/1950
Warner Electric Technology LLC	USA	WARNER AND DESIGN	0600,279	01/04/1955
Warner Electric Technology LLC	USA	WARNER ELECTRIC	0726,202	01/09/1962
Warner Electric Technology LLC	USA	WARNER ELECTRIC	1,021,898	10/07/1975

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Grantor	Country	Trademark	Registration No.	Registration Date
Warner Electric Technology LLC	USA	WARNER ELECTRIC	1,026,080	12/02/1975
Warner Electric Technology LLC	USA	WARNER ELECTRIC AND BACKGROUND DESIGN	1,021,407	09/30/1995
Warner Electric Technology LLC	USA	WICHITA	1,565,483	11/14/1989
Warner Electric Technology LLC	USA	WICHITA TRAPEZOID DESIGN	1,258,265	11/22/1983
Warner Electric Technology LLC	USA	MAGNUM	1,624,438	11/27/1990
Warner Electric Technology LLC	USA	MAGNUM	2,892,316	10/12/2004
Warner Electric Technology LLC	USA	MISTRAL	2,168,734	06/30/1998
Warner Electric Technology LLC	USA	SE and Design	855,964	9/03/1968
Kilian Manufacturing Corporation	USA	KILIAN	1,216,354	11/16/82
Kilian Manufacturing Corporation	USA	KILROL	2,827,924	03/30/04
Kilian Manufacturing Corporation	Canada	KILIAN	354,757	04/21/89
Boston Gear LLC	Australia	BOSTON GEAR	522,543	11/6/1989
Boston Gear LLC	Canada	BEAR-N-BRONZ	116,839	2/5/1975
Boston Gear LLC	Canada	BG	116,836	2/5/1975
Boston Gear LLC	Canada	BOST-BRONZ	118,130	5/20/1975
Boston Gear LLC	Canada	BOSTON	171,937	10/20/1967
Boston Gear LLC	Canada	BOSTON	349,455	
Boston Gear LLC	Canada	BOSTON GEAR	318,048	10/23/1970
Boston Gear LLC	Canada	BOSTON GEAR	172,185	9/27/1985
Boston Gear LLC	Canada	RATIO MOTOR	UCA6161	6/18/1966
Boston Gear LLC	Canada	RATIO PAX	208,074	7/4/1975
Boston Gear LLC	Canada	RIGHT-90	143,118	12/17/1965
Boston Gear LLC	France	BOSTON	1,624,494	10/29/1988

Grantor	Country	Trademark	Registration No.	Registration Date
Boston Gear LLC	France	BOSTON GEAR	1,624,493	10/29/1988
Boston Gear LLC	Mexico	BOSTON GEAR	473,663	9/15/1994
Boston Gear LLC	USA	ACE	1,771,190	5/18/1993
Boston Gear LLC	USA	BEAR-N-BRONZ	0603,829	3/29/1955
Boston Gear LLC	USA	BG	0298,486	10/25/1932
Boston Gear LLC	USA	BOS TRONG	0837,074	10/17/1967
Boston Gear LLC	USA	BOST-BRONZ	0547,544	9/4/1951
Boston Gear LLC	USA	BOST-BRONZ	0612,905	9/27/1955
Boston Gear LLC	USA	BOST-FLEX	1,111,218	1/16/1979
Boston Gear LLC	USA	BOSTON	0522,912	3/28/1950
Boston Gear LLC	USA	BOSTON GEAR	0905,805	1/12/1971
Boston Gear LLC	USA	BOSTON GEAR	0905,846	1/12/1971
Boston Gear LLC	USA	BOSTON	1,374,572	12/10/1985
Boston Gear LLC	USA	BOSTONE	1,131,198	2/26/1980
Boston Gear LLC	USA	DCX	1,689,927	6/2/1992
Boston Gear LLC	USA	DCX PLUS	1,794,125	9/21/1993
Boston Gear LLC	USA	MOTOR MULTIPLIER	1,131,648	3/11/1980
Boston Gear LLC	USA	OPTIMOUNT	0670,192	11/25/1958
Boston Gear LLC	USA	POSIVENT	2,875,347	8/17/2004
Boston Gear LLC	USA	RATIOMOTOR	0336,730	7/14/1936
Boston Gear LLC	USA	RATIOPAX	0985,828	6/11/1974
Boston Gear LLC	USA	RATIOTROL	0743,713	1/15/1963
Boston Gear LLC	USA	GTS DESIGN	1,111,207	1/16/1979
Boston Gear LLC	USA	CIG	1,188,384	2/02/1982

Grantor	Country	Trademark	Registration No.	Registration Date
Boston Gear LLC	USA	I-MAG	1,852,254	9/06/1994
Boston Gear LLC	USA	QUICKSERVE	2,609,560	8/20/2002
Warner Electric Technology LLC	USA	SHEAVE-GRIP	76/498,191 application number	3/14/2003 filing date
Boston Gear LLC	USA	ALL-PHASE	76/403,889 application no.	5/06/2002 file date

American Enterprises MPT LP d/b/a Ameridrives International

Country	Trademark	Registration No.	Registration Date
USA	AMERICAN	529,539	8/22/50
USA	AMERIDISC	802,185	1/18/66
USA	AMERIFLEX	1,000,720	12/31/74
USA	AMERIGEAR	586,721	3/9/54
USA	THE AMERIGEAR FULLY CROWNED TOOTH	586,723	3/9/54
USA	CENTRIC	1,365,217	10/15/85
USA	AMERIGEAR	78/373,119 application no.	02/24/2004 file date
USA	THE AMERIGEAR FULLY CROWNED TOOTH	78/373,135 application no.	02/24/2004 file date
Canada	AMERICAN	UCA0045654	6/11/1952
Canada	AMERIGEAR	UCA0043128	6/11/1952

**American Enterprises MPT LP, Capital Yield Maryland Corporation and
American Enterprises MPT LP composed of Capital Yield**

Country	Trademark	Registration No.	Registration Date
USA	AMERICARDAN	2,488,262	9/11/01
USA	AMERIDRIVES	2,168,489	6/23/98
USA	AMERIGUARD	2,205,410	11/24/98

Ameridrives International, L.P.

Country	Trademark	Registration No.	Registration Date
USA	MARLAND	2,667,819	12/31/02
USA	TORQUE SENTRY	78/411,459 application no.	4/30/2004