

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Killian Manufacturing Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Execution Date(s) NOVEMBER 30, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other ENTIRE INTEREST AND GOODWILL
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York Trust Co. NA

Internal

Address: Suite 500

Street Address: 700 S. Flower Street

City: Los Angeles

State: California

Country: USA Zip: 90017

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

Reg. No. 1,352,456

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

CEBMAG

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

Name: Yulee Park Esq.

Internal Address:

Proskauer Rose, LLP.

Street Address: 1585 Broadway

City: New York

State: New York Zip: 10036-8299

Phone Number: 212 889-3000

Fax Number: 212 889-2900

Email Address: ypark@proskauer.com

**6. Total number of applications and registrations involved:**

71

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,815.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 162500

Authorized User Name Jenifer Paine

**9. Signature:**



Signature

December 2, 2004

Date

Sonia V. Heuer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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	MBSUR-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

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

Grantor	Country	Trademark	Registration No.	Registration Date
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	RATIO PAX	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

**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

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of November, 2004, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and THE BANK OF NEW YORK TRUST COMPANY, N.A., in its capacity as Collateral Agent for the Holders, Trustee and Collateral Agent (together with its successors and assigns in such capacity, "Collateral Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Indenture dated as 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 "Indenture") among Altra Industrial Motion Inc. (the "Company"), each of the Guarantors named therein ("Guarantors"), The Bank of New York Trust Company, N.A., as Trustee (in such capacity, the "Trustee") [and Collateral Agent], Company has issued to the Holders its 9% Senior Secured Notes Due 2011, and may issue from time to time additional notes in connection with the provisions of the Indenture (as the same may be amended and restated, supplemented or otherwise modified from time to time, collectively, the "Notes");

WHEREAS, it is a condition precedent to the purchase by the Holders of the Notes that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, 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 Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, 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 Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, 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 Collateral Agent, for the benefit of the Holders, Trustee and Collateral Agent, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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 Collateral 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 Collateral 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.

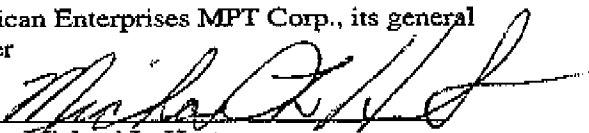
**GRANTORS:**

**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

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

**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

**COLLATERAL AGENT:**

**THE BANK OF NEW YORK TRUST  
COMPANY, N.A.,  
as Collateral Agent**

By: 

Name:

SANDEE PARKS

Title:

VICE PRESIDENT

SIGNATURE PAGE OF TRADEMARK SECURITY AGREEMENT