

04-29-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/3)

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



ET

102887208

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):

Lincoln Industrial Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as US Agent

Internal _____

Address: _____

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06856

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship DE

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 8, 2005

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

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

A. Trademark Application No.(s)
See attached Schedule.

B. Trademark Registration No.(s)
See attached Schedule.

Additional sheet(s) attached? Yes No

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

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

Name: Elizabeth Burns

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606-6401

Phone Number: 312-876-7629

Fax Number: 312-993-9767

Email Address: elizabeth.burns@lw.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$790.00

- 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 _____

Authorized User Name _____

9. Signature:

Daphne Bruere

April 19, 2005

Signature

Date

04/26/2005 DBYRNE 00000020 1619412

01 FC:8521
02 FC:8522

40.00 OP
750.00 OP
Type of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

04/26/2005 DBYRNE 00000020 1619412

01 FC:8523

120.00 OP

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

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: LINCOLN and Horizontal Bar

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/21/1989	73/820,505	10/30/1990	1,619,412

MARK: POWER LUBER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	3/12/1999	75/659,749	11/6/2001	2,503,441

MARK: POWERLUBER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	9/17/2001	76/313,394	4/13/2004	2,832,543

MARK: MITYVAC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	1/23/2003	78/206,432	12/7/04	2,908,229

MARK: DUAL CONVERTER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	9/23/1993	74/439,484	7/18/1995	1,905,317

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: KLEENSEAL

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	4/19/1946	71/500,547	9/19/1950	0,530,764

MARK: KLEENSEAL (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	1/18/1935	71/360,413	5/26/1936	0,335,215

MARK: SILVERLINE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	9/23/1993	74/439,479	7/5/1994	1,842,696

MARK: CENTRO-MATIC (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/9/1940	71/434,836	1/7/1941	0,384,177

MARK: PILED RIVER (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	3/28/1966	72/242,035	5/23/1967	0,829,060

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: POWER MASTER and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	5/28/1958	72/052,507	3/24/1959	0,675,950

MARK: AIR BRAKE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	12/6/1999	75/864,167	4/3/2001	2,440,537

MARK: AIRCARE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/4/1997	75/334,957	10/20/1998	2,197,824

MARK: BEARINGS AVER and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	6/27/1995	74/693,808	9/10/1996	1,999,458
USA	6/29/2004	78/443,253		

MARK: CONCEPTS

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	2/5/1962	72/137,258	12/4/1962	0,741,650

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: DUO-MATIC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	11/4/1998	75/583,009	2/8/2000	2,316,060

MARK: GUARDIAN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/2/2001	76/294,036	4/1/2003	2,701,880

MARK: LUBRIGUN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	2/5/1926	71/226,905	8/16/1927	0,231,354
USA	7/5/1947	71/527,144	10/4/1949	0,515,855

MARK: LUBRO-VAN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	12/26/1944	71/477,937	9/3/1946	0,423,437

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: LUB-UNIT

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	10/28/1965	72/231,765	8/30/1966	0,813,936

MARK: MODULAR LUBE & Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	5/21/1974	73/022,067	3/30/1976	1,036,592

MARK: MULTI-LUBER (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	4/26/1952	71/628,767	3/9/1954	0,586,506

MARK: ORSCO, INC. and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	7/13/1998	75/517,762	11/2/1998	2,290,064

MARK: SYSTEM SENTRY

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	9/12/1990	74/096,263	2/16/1993	1,753,143

SCHEDULE I

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK: THE BRAND THE PROS DEMAND

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	10/26/1989	73/833,992	11/27/1990	1,624,482

MARK: VOLUME-MASTER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	6/8/1997	73/129,535	8/22/1978	1,100,027

MARK: ZERK-LOCK

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/30/1996	75/159,845	7/4/2000	2,364,820

MARK: QUICKLINC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/30/1996	75/159,849	7/4/2000	2,364,821

MARK: QUICKLUB

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	1/4/1982	73/339,482	1/3/1984	1,262,823

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 8, 2005, by LINCOLN INDUSTRIAL CORPORATION, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as US Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent, European 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 and the other Borrowers party thereto;

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.

LINCOLN INDUSTRIAL CORPORATION

By: *Gary D. Beinke*
Name: Gary D. Beinke
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

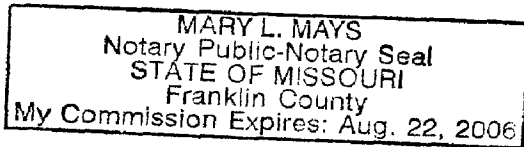
ACKNOWLEDGMENT OF GRANTOR

STATE OF Missouri)
COUNTY OF St. Louis) ss.

On this 6th day of April, 2005 before me personally appeared Gary D. Beinke, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lincoln Industrial Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Mary L. Mays
Notary Public

{seal}



[Signature Page to Lincoln Trademark Security Agreement]

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.

LINCOLN INDUSTRIAL CORPORATION

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Maura Fitzgerald

Name: _____

Title: **Maura Fitzgerald**

Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)

_____)

ss.

COUNTY OF _____)

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

{seal}

[Signature Page to Lincoln Trademark Security Agreement]

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SCHEDULE I**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS****MARK: LINCOLN**

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Canada	5/27/1955	230,045	5/9/1958	110151
Japan	8/1/1961	23063/61	10/18/1963	626856

MARK: LINCOLN and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Argentina			11/21/2000	1811229

MARK: LINCOLN and Shield Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Australia	2/18/1974	N/A	5/28/1981	A276216
Australia	2/18/1974	N/A	5/28/1981	A276215
Canada			5/3/1968	156625
Chile			6/30/1988	332060
Norway	52/1968	74224		
South Africa	2/13/1974	1974/00775	11/13/1981	1974/00775

MARK: LINCOLN and Horizontal Bar Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
China	9/21/2001	2001177521	12/7/2002	1974447
China	9/21/2001	2001177522	3/14/2003	2013293
Taiwan	9/24/2001	90039257	4/1/2003	1038871
Taiwan	9/24/2001	90039255	1/16/2003	1029394
Taiwan	9/24/2001	90039256	12/1/2002	1024699

MARK: LINCOLN and Horizontal Bar

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
South Korea	9/12/1990	27441/1990	5/27/1992	40-239240
Mexico	6/4/1992	141291	6/4/1992	451658
Mexico	6/4/1992	141290	3/8/1996	518551
Mexico	6/4/1992	141289	6/4/1992	421776
Germany	4/21/1995	39517220.9	4/21/1995	39517220
European Union	4/1/1996	000118356	8/6/2000	000118356
India	5/4/1995	664673		
India	5/4/1995	664672	12/27/2003	664672
Venezuela	2/21/1995	2277/95		

Venezuela	2/21/1995	2278/95	2/26/1999	P210144
USA	8/21/1989	73/820,505	10/30/1990	1,619,412
China	9/21/2001	2001177523	2/7/2003	1983277

MARK: POWER LUBER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Australia	7/9/1999	799936	4/28/2000	799936
Japan	7/21/1999	65455/99	6/23/2000	4394842
European Union	6/29/1999	001228493	8/3/2000	001228493
Ecuador	6/22/1999	96619	10/13/2000	10851-01
USA	3/12/1999	75/659,749	11/6/2001	2,503,441

MARK: POWERLUBER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
China	9/12/2001	2001170305		
Taiwan	9/12/2001	90038133	8/16/2002	1010927
USA	9/17/2001	76/313,394	4/13/2004	2,832,543

MARK: MITYVAC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Benelux	11/13/1979	490383	6/20/1980	739601
USA	1/23/2003	78/206,432	12/7/04	2,908,229

MARK: DUAL CONVERTER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Canada	2/14/1994	747322	2/18/1997	471123
Mexico	3/22/1994	194303	11/4/1994	478569
USA	9/23/1993	74/439,484	7/18/1995	1,905,317

MARK: KLEENSEAL

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Canada			2/12/1965	139172
USA	4/19/1946	71/500,547	9/19/1950	0,530,764

MARK: KLEENSEAL (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	1/18/1935	71/360,413	5/26/1936	0,335,215

MARK: SILVERLINE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Canada	2/14/1994	747327	9/1/1995	447005
Mexico	3/22/1994	194304	8/29/1994	471536
USA	9/23/1993	74/439,479	7/5/1994	1,842,696

MARK: CENTRO-MATIC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
China	9/26/2002	3320993	5/28/2004	3320993
Mexico	3/8/1982	N/A	3/8/1982	284182

MARK: CENTRO-MATIC (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/9/1940	71/434,836	1/7/1941	0,384,177

MARK: PILEDRIVER (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
China	9/26/2002	3320961		
USA	3/28/1966	72/242,035	5/23/1967	0,829,060

MARK: POWER MASTER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
China	9/26/2002	3320992		

MARK: POWER MASTER and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	5/28/1958	72/052,507	3/24/1959	0,675,950

MARK: MODULAR-LUBE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
Mexico	3/8/1982	197,509	3/8/1982	277724
Mexico	3/8/1982	197,501	3/8/1982	274448
Mexico	3/8/1982	197,505	3/8/1982	274450
Mexico	3/8/1982	197,511	3/8/1982	277725
Mexico	3/8/1982	197,500	3/8/1982	274447

MARK: AIR BRAKE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	12/6/1999	75/864,167	4/3/2001	2,440,537

MARK: AIRCARE

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/4/1997	75/334,957	10/20/1998	2,197,824

MARK: BEARINGSAYER and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	6/27/1995	74/693,808	9/10/1996	1,999,458
USA	6/29/2004	78/443,253		

MARK: CONCEPTS

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	2/5/1962	72/137,258	12/4/1962	0,741,650

MARK: DUO-MATIC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	11/4/1998	75/583,009	2/8/2000	2,316,060

MARK: GUARDIAN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/2/2001	76/294,036	4/1/2003	2,701,880

MARK: LUBRIGUN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	2/5/1926	71/226,905	8/16/1927	0,231,354
USA	7/5/1947	71/527,144	10/4/1949	0,515,855

MARK: LUBRO-VAN

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	12/26/1944	71/477,937	9/3/1946	0,423,437

MARK: LUB-UNIT

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	10/28/1965	72/231,765	8/30/1966	0,813,936

MARK: MODULAR LUBE & Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	5/21/1974	73/022,067	3/30/1976	1,036,592

MARK: MULTI-LUBER (Stylized)

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	4/26/1952	71/628,767	3/9/1954	0,586,506

MARK: ORSCO, INC. and Design

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	7/13/1998	75/517,762	11/2/1998	2,290,064

MARK: SYSTEM SENTRY

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	9/12/1990	74/096,263	2/16/1993	1,753,143

MARK: THE BRAND THE PROS DEMAND

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	10/26/1989	73/833,992	11/27/1990	1,624,482

MARK: VOLUME-MASTER

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	6/8/1997	73/129,535	8/22/1978	1,100,027

MARK: ZERK-LOCK

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/30/1996	75/159,845	7/4/2000	2,364,820

MARK: QUICKLINC

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>
USA	8/30/1996	75/159,849	7/4/2000	2,364,821

MARK: QUICKLUB

<u>Country</u>	<u>Appl'n Date</u>	<u>Appl'n No.</u>	<u>Reg'n Date</u>	<u>Reg'n No.</u>

USA	1/4/1982	73/339,482	1/3/1984	1,262,823
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TRADEMARK LICENSES

1. License Agreement dated December 31, 1998 between Lincoln Industrial Corporation and McNeil (Ohio) Corporation.
2. License Agreement dated November 30, 1999 between Lincoln Electric Company and McNeil (Ohio) Corporation.
3. Trademark and Trade Name License Agreement, dated October 23, 2001, between Lincoln Industrial Corporation (MN) and Lincoln Automotive Company (MN).
4. Consent Agreement dated December 3, 2001, between Lincoln Industrial Corp., Inc. (MN) and Parker-Hannifin Corporation (OH).
5. Trademark License Agreement, dated as of December 31, 2002, among Lincoln Industrial Corporation (DE), Prism Enterprises LP (DE) and Prism IP Holdings LLC (DE).