


Form PTO-1594 (Rev. 03/01) OMB No. 0661-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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.

<p>1. Name of conveying party(ies):</p> <p>J Richard Industries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>General Electric Capital Corporation</u>, Internal as agent Address: _____</p> <p>Street Address: <u>500 West Monroe</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>New York</u> <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 24, 2005</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: right;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Laura Konrath</u></p> <p>Internal Address: <u>Winston & Strawn LLP</u> <u>33rd Floor</u></p> <p>Street Address: <u>35 W. Wacker Dr.</u></p> <p>City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p>	<p>6. Total number of applications and registrations involved: 26</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>665</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p>
DO NOT USE THIS SPACE	
<p>9. Signature.</p> <p><u>Laura Konrath</u> Name of Person Signing</p> <p> Signature</p> <p><u>4/14/05</u> Date</p> <p style="text-align: right;"><input type="checkbox"/></p> <p><small>Total number of pages including cover sheet, attachments, and document: _____</small></p>	

CH \$665.00 232428 76499881

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

J. RICHARDS INDUSTRIES
Active Matters

*Carthrustein
Item 4*

Item No.	Docket No.	Title	Trademark or Patent (U.S. unless noted otherwise)	Application No.	Date Filed	Status
1.	1-16206	TOLEDO and Design, Class 18	Trademark	76/522,278	6-12-2003	Reg. No. 2,903,780 Issued: 11/16/2004
2.	1-16155	T design	Trademark	76/499,881	3-24-2003	Pending
3.	1-16154	TOLEDO Below Design	Trademark	76/499,962	3-24-2003	Pending
4.	1-16153	TOLEDO Beside Design	Trademark	76/499,880	3-24-2003	Pending
5.	1-15907	TOLEDO and Design	Trademark	76/464,567	11-5-2002	Pending
6.	1-16339	EL and Design	Trademark	76/340,789	12-15-2003	Pending
7.	1-16331	THE REAL SINGLEWALL	Trademark	78/340,070	12-12-2003	Pending
8.	1-16379	BRINGING THE SPORT BACK TO THE GAME	Trademark	78/340,128	12-12-2003	Pending
9.	1-16510	KATANA	Trademark	76/578,590	3-02-2004	Pending
10.	1-16442	COLLISION	Trademark	76/572,465	1-26-2004	Pending
11.	1-16443	GEMINI	Trademark	76/572,377	1-26-2004	Pending
12.	1-16444	DOUBLE G Design	Trademark	76/572,466	1-26-2004	Pending
13.	1-16445	TWINCORE	Trademark	76/572,464	1-26-2004	Pending
14.	1-16447	XBT	Trademark	76/572,463	1-26-2004	Pending
15.	1-15952	INFERNO	Trademark	76/482,984	1-17-2003	Reg. No. 2,848,969 Issued 6/1/2004
16.	1-15953	FIRESTICK	Trademark	76/482,980	1-17-2003	Reg. No. 2,851,733 Issued 6/8/2004
17.	1-15955	NITROGLYCERIN	Trademark	76/482,982	1-17-2003	Reg. No. 2,851,735 Issued 6/8/2004
18.	1-15956	WHITE PHOSPHORUS	Trademark	76/483,945	1-17-2003	Reg. No. 2,848,975 Issued 6/1/2004
19.	1-16079	PURPLE HAZE	Trademark	76/482,981	1-17-2003	Reg. No. 2,851,734 Issued 6/8/2004
20.	1-16080	TOLEDO VIBRATION DAMPENING SYSTEM	Trademark	76/482,979	1-17-2003	Reg. No. 2,851,732 Issued 6/8/2004
21.	1-16121	BUZZSAW	Trademark	76/496,507	3-10-2003	Reg. No. 2,846,238 Issued 5/25/2004
22.	1-16122	WASP	Trademark	76/496,508	3-10-2003	Reg. No. 2,846,239 Issued 5/25/2004

5/11/05

23.	1-14219	READYROLL	Trademark	75/537,139	8-14-1998	Registration No. 2,318,267 Issued 2-15-2000
24.	57-14835	PCI and Design (registered to J Richard Holdings, L.P.)	Trademark European Community	001874940	9-27-2000	Renew Registration 3-27-2010; Registration No. 001874940
25.		PATFINDER	Trademark			1,611,126
26.		SPIRAL-STAK	Trademark		05-19-1983	1,281,308
27.		ANGLE-FLO US TM-11	Trademark (also registered in Austria, Japan, Switzerland, Benelux, Korea, Taiwan, France, Indonesia, Hong Kong, Germany, Malaysia, Singapore, Greece, UK, Italy, Sweden, Spain)			1,734,393

Doc 1

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 24, 2005, by J RICHARD INDUSTRIES, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor and Portec, Inc., as Borrowers, 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 reconstitute, continue and make the Loans and to continue and issue Letters of Credit for the benefit of Borrowers;

WHEREAS, Agent and Lenders are willing to reconstitute, continue and make the Loans and to continue and issue Letters of Credit 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 Amended and Restated Security Agreement dated as of the date hereof (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 and intending to be legally bound, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Exhibit A 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.

J RICHARD INDUSTRIES, INC.

By: *Laurance J. Weber*
Name: LAURANCE J. WEBER
Title: PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

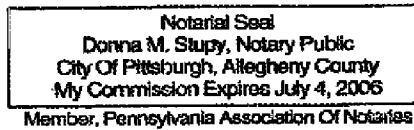
ACKNOWLEDGMENT OF GRANTOR

STATE OF Pa)
COUNTY OF Allegheny) ss.

On this 24 day of March, 2005 before me personally appeared Laurance J. Weber proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J. Richard Industries 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.

Donna M. Stupy
Notary Public

{seal}



Signature page to 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.

J RICHARD INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Douglas Koch
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of March, 2005 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}

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

See attached.

Schedule I

**TRADEMARK
REEL: 003094 FRAME: 0792**

J. RICHARDS INDUSTRIES
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TRADEMARK

REEL: 003094 FRAME: 0793

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