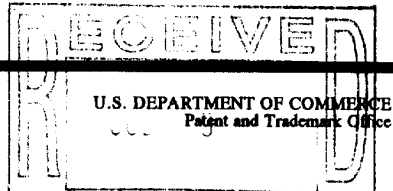


07-14-1998



SHEET



M20 7.9.98

100763168

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

W-L RESEARCH, INC.  
8701 W. US Hwy 14  
Evansville, WI 53536

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

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

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

Name: BankAmerica Business Credit, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 55 South Lake Avenue, Suite 900  
 City: Pasadena State: California ZIP: 91101

- 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  
 (Designation 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)

B. Trademark Registration No.(s)

683464

Additional numbers attached?  Yes  No

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

Name: Tamsen Valoir  
Jenkins & Gilchrist, P.C.  
 Internal Address: \_\_\_\_\_  
 Street Address: 1445 Ross Avenue, Suite 3200  
 City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447  
 (Attach duplicate copy of this page if paying by deposit account)

07/13/1998 BNGUYEN 00000228 683464  
 01 FC1481 40.00 00

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.

Tamsen Valoir  
Name of Person Signing

*Tamsen Valoir*  
Signature

June 30, 1998  
Date

Total number of pages comprising cover sheet:

1

TRADEMARK AND TRADE NAME SECURITY AGREEMENT

WHEREAS, **W-L Research, Inc.**, a Nevada corporation, with its chief executive office at 8701 W. US Hwy 14, Evansville, WI 53536 (hereinafter referred to as "Debtor"), has acquired, adopted and used, and is using, the trademarks and/or trade names listed in Exhibit "A" attached hereto and made a part hereof, which, as indicated in Exhibit "A", are registered in the United States Patent and Trademark Office; and

WHEREAS, Debtor and **BankAmerica Business Credit, Inc.**, a Delaware corporation, having an office at 55 South Lake Avenue, Suite 900, Pasadena, California 91101 as Agent for the Lender (as defined and described in the Loan Agreement) (herein referred to as "Secured Party"), have entered into a Loan and Security Agreement (herein referred to as the "Loan Agreement"), of even date herewith, by which Secured Party has acquired security interests in said trademarks and trade names and the applications or registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby grant, transfer, assign and convey a security interest to Secured Party in all rights, titles and interests in and to the said trademarks and trade names, together with the goodwill of the business symbolized by the trademarks and trade names, and in the registrations or applications for registration thereof.

Debtor further covenants and warrants to Secured Party:

- (a) that Debtor is the sole and exclusive owner of the trademarks and trade names and all rights comprised in the trademarks and trade names, subject to limitations imposed by law, and has the full authority to make this assignment;
- (b) that the trademarks and trade names have not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;
- (c) that to its knowledge the validity of the trademarks and trade names has never been questioned; and
- (d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder.

THIS TRADEMARK AND TRADE NAME SECURITY AGREEMENT HAS BEEN EXECUTED, DELIVERED AND ACCEPTED AT AND SHALL BE DEEMED TO HAVE BEEN MADE AT DALLAS, TEXAS, AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF NEW YORK, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Trademark and Trade Name Security Agreement as of this 27 day of June, 1998.

W-L RESEARCH, INC.  
A Nevada Corporation

By: Henry A. Ingalls  
Name: Henry A. Ingalls  
Its: Vice President

BANKAMERICA BUSINESS CREDIT, INC.  
as Agent for the Lenders

By: Victor Alfieri  
Name: Victor Alfieri  
Its: Vice President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

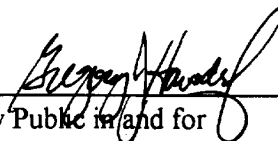
BEFORE ME, the undersigned Notary Public, on this day personally appeared Henry A. Ingalls, the Vice President of W-L RESEARCH, INC., a Nevada corporation, proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he executed the same as the act of said corporation for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[ S E A L ]

My Commission Expires:

\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS           §

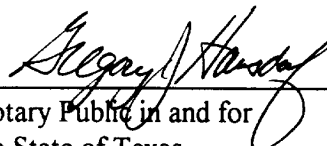
BEFORE ME, the undersigned Notary Public, on this day personally appeared Victor Alfrevic, the Vice President of BankAmerica Business Credit, Inc., a Delaware corporation and Agent for the Lenders, and proved to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, and that he/she executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

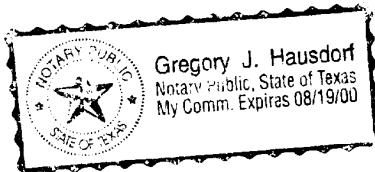
GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23 day of June, 1998.

[ S E A L ]

My Commission Expires:

\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public in and for  
the State of Texas



W-L RESEARCH, INC.

Exhibit "A"

Trademarks

<u>Trademark</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
GOLD 'N PURE	683464	08/81/59
HQ	1712023	09/01/92
HOLIFLEX	1912023	08/15/95
INTERCROSS	1971256	04/30/96
WL ALFALFAS	1154121	05/12/81