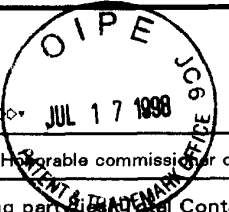


07-24-1998

(Rev. 6-93)
OMB No. 0651-0011
Tab Settings



100773600

To the Honorable Commissioner of

Send original documents or copy thereof.

MRD 7-17-98

1. Name of conveying party: General Containment, Inc.

Individual (s) Association
 General Partnership Change of Name
 Corporation - State
 Other _____

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

2. Name and address of receiving party(ies)

Name: Corestates Bank, N.A.

Internal Address: _____

Street Address: 2240 Butler Pike

City: Plymouth Meeting State: PA Zip: 19462

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation - State _____
 Other national banking association

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 3, 1998

4. Application number (s) or patent number (s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) #75/315,459, #75/135,376, #2,073,876, #75/122,228, #75/107,941, #2,014,494, #1,631,610, #1,520,753, #1,577,292

Additional Numbers Attached? Yes No

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

Name: Gretchen M. Santamour, Esquire

Internal Address Wolf, Block, Schorr, and Solis-Cohen LLP

Street Address: 350 Sentry Parkway, Building 640

City: Blue Bell State: PA Zip: 19422

07/22/1998 JSHABAZZ 00000164 75315459

556. Total number of registrations and registrations involved:..... 9

7. Total fee (37 CFR §3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

1 FC:481 40.00 OP DO NOT USE THIS SPACE
 2 FC:482 200.00 OP

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.

Gretchen M. Santamour, Esquire Gretchen M. Santamour 7/15/98
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT is made effective as of the 3rd day of April, 1998, by and between TOTAL CONTAINMENT, INC. ("Assignor") and CORESTATES BANK, N.A. (as hereinafter defined) ("Assignee").

BACKGROUND

A. Pursuant to that certain Amended and Restated Loan and Security Agreement dated as of April 3, 1998, by and between Assignee and Assignor (such Amended and Restated Loan and Security Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Loan Agreement**"), Assignee agreed to extend to Assignor the credit facilities described in the Loan Agreement.

B. The Loan Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service trademark applications, service trade names, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively the "**Collateral**"):

a. patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

b. service marks, trademarks, service mark and trademark registrations, trade names and trademark applications, including, without limitation, the service marks, trademarks and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and

(d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

c. copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

d. license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

e. all goodwill in connection with the foregoing.

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Lender Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and

Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, trade names, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 2** above or under this **Paragraph 4**.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Lender Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and termination of the Loan Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein.

8. **Duties of Assignor.** Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Lender Indebtedness shall have been paid in full and the Loan Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default.** Upon the occurrence of an Event of Default, Assignee may, without further notice to or consent of Assignor, immediately record with all applicable offices (including, without limitation, the Patent and Trademark Office) the Assignment of Patents, Trademarks, Copyrights and Licenses executed of even date and delivered to Assignee by Assignor granting Assignee an absolute assignment of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignor may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as

Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

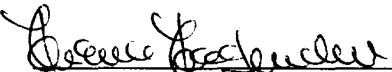
13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses in the event Assignor fails to do so upon request of Assignee, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee in the event Assignor fails to do so upon request of Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Lender Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

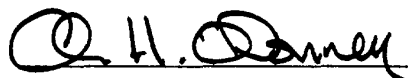
15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

TOTAL CONTAINMENT, INC.

By: 
Pierre Desjardins, President

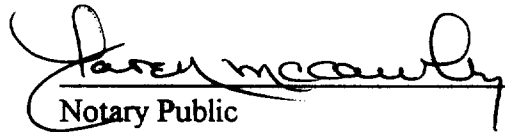
CORESTATES BANK, N.A.

By: 
Charles O'Donnell, Vice President

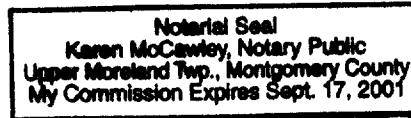
COMMONWEALTH OF PENNSYLVANIA :
: §
COUNTY OF MONTGOMERY :

On this, the 23 day of June 1998, before me, a Notary Public, personally appeared Pierre Desjardins, who acknowledged himself to be the President of TOTAL CONTAINMENT, INC., a PENNSYLVANIA corporation, and that he, as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

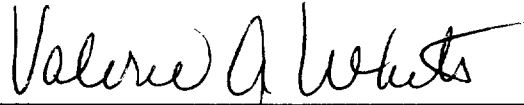
My commission expires:



COMMONWEALTH OF PENNSYLVANIA :
: §
COUNTY OF Montgomery :

On this 23 day of June, 1998, before me, a Notary Public, personally appeared Charles O'Donnell, who acknowledged himself to be a duly elected Vice President of CORESTATES BANK, N.A., a national banking association, and that he as such officer, being duly authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing his name as such officer on behalf of the association.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

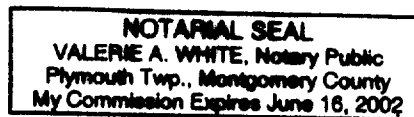


EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

PATENTS

<u>Title</u>	<u>Application/PatentNo.</u>
Subterranean tank leak detection system and method	4568926
Subterranean tank leak containment detection system	4672366
Multipurpose fitting system	4775873
Double wall piping system	4932257
Secondary containment system using flexible piping	5040408
Secondary containment system using flexible piping	6060509
Secondary containment system using flexible piping	5333490
Secondary containment system using flexible piping	5490419
Sealed bulkhead fitting	5129684
Fluid collection system for installation underground and method of installation	5257652
System for vapor recovery without formation of fluid blockages and a pipe therefor	5372454
System for vapor recovery without formation of fluid blockages and a dual conduit pipe therefor	5407380
Secondarily contained underground liquid storage vessel and method of construction	5450975

PATENTS (Continued)

<u>Title</u>	<u>Application/Patent No.</u>
Dual compression seal for conduits with compliance to both axial and angular movement	5501472
Preassembled underground secondary containment system for containing fuel	670807 (App. No.)
Manhole cover retrofit assembly	859227 (App. No.)
Float controlled valve shut-off assembly	5682919
Sump liner and method of installation	810867 (App. No.)
Secondary contained fluid supply system	4971477

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

TRADEMARKS

SEE SCHEDULE ATTACHED

SCHEDULE OF TRADEMARKS

MARK	APPLN/ REG NO.	APPLN/REG DATE	GOODS	STATUS
PETROLEUM SOLUTIONS	75/315,459	June 26, 1997	servicing equipment in the chemical and petroleum industry (Cl. 37)	pending intent-to-use application
TOTAL TANK	75/135,376	July 15, 1997	secondary containment systems comprising storage tanks, pipes and fittings for containing and conveying gasoline, diesel fuel and chemicals (Cl. 6)	pending intent-to-use application
MARINAFLEX	2,073,876	June 24, 1997	plastic and rubber fluid transfer piping for conveying gasoline, diesel fuel, chemicals, and other industrial fluids (Cl. 17)	registered
VAPORFLEX	75/122,223	June 19, 1996	plastic and rubber piping for transferring chemicals, gasoline, and other industrial fluids (Cl. 17)	pending application abandoned 10/8/97 per instructions from Lynn Pupek (mark no longer being used)
MONOFLEX	75/107,941	May 22, 1996	plastic and rubber piping for transferring chemicals, gasoline, and other industrial fluids (Cl. 17)	pending intent-to-use application; Statement of Use filed October 15, 1997
OMNIFLEX	2,014,494	November 5, 1996	plastic pipe for conveying gasoline and other industrial liquids (Cl. 17)	registered
ENVIROFLEX	1,631,610	January 15, 1991	plastic and rubber pipes for conveying gasoline, diesel fuel, and chemicals (Cl. 17)	registered; §8 (Affidavit of Use) and §15 (Affidavit of Incontestability) Filed July 17, 1996
TANK JACKET	1,520,753	January 17, 1989	commercial waste storage and disposal systems and a full line of parts therefor, comprised primarily of tanks, pipes, monitoring systems, body sheets, stand-off mesh, base cushions, caps, fittings, saddles, skirts, lugs, sumps, pumps (Cl. 11)	registered; §8 (Affidavit of Use) and §15 (Affidavit of Incontestability) filed August 2, 1994
TOTAL CONTAINMENT	1,577,292	January 16, 1990	commercial waste storage and disposal systems and a full line of parts therefor, comprised primarily of tanks, pipes, monitoring systems, body sheets, stand-off mesh, base cushions, caps, fittings, saddles, skirts, lugs, sumps, pumps (Cl. 7)	registered; §8 (Affidavit of Use) and §15 (Affidavit of Incontestability) filed December 2, 1995

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

COPYRIGHTS

NONE

EXHIBIT "D"

TO

ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT

LICENSES

NONE