

MKS
8-13-98

08-13-1998



100796737

To the Honorable Commissioner of Patents and Trademark

or copy thereof.

1. Name of conveying party(ies):
 Twin Rivers Technologies, Limited Partnership (a Mass. Limited Partnership)
 Twin Rivers Technologies Manufacturing Corporation (a Mass. Corp)
 Individual Association
 General Partnership Limited Partnership
 Corporation - State: Delaware
 Other: See entity type in parentheses above
 Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: July 22, 1998

2. Name and address of receiving party(ies):
 Name: BankBoston, NA
 Internal Address: _____
 Street Address: 100 Federal Street
 City: Boston State: MA Zip: 02110
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation - State: _____
 Other: National Association

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)
 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) _____
 2,027,453
 2,041,030
 Additional numbers attached? yes no

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Catherine R. Howell, Paralegal
 Internal Address: Ropes & Gray
 Street Address: 1301 K St., N. W. Suite 800 East
 City: Washington, D.C. State: _____ Zip: 2000

6. Total number of applications and registration involved: 121
 7. Total Fee (37 CFR 3.41) ... \$ 65
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number: 18-1945

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.
Catherine R. Howell [Signature] August 13, 1998
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [6]

7060738.01

08/17/1998 TTOM11 00000146 181945 2027453
 01 FC:481 40.00 CH
 02 FC:482 25.00 CH

TRADEMARK
REEL: 1767 FRAME: 0313

TRADEMARK AND SERVICE MARK SECURITY AGREEMENT

This Agreement between Twin Rivers Technologies, Limited Partnership, a Massachusetts limited partnership, Twin Rivers Technologies Manufacturing Corporation, a Massachusetts corporation, (both individually and collectively, the "Borrowers"), and BankBoston, N.A., as agent (the "Agent"), located at 100 Federal Street, Boston, Massachusetts 02110, acting for itself and certain other lenders under the Credit Agreement dated as of July 22, 1998, as from time to time in effect (the "Credit Agreement"), among the Borrowers, certain of their subsidiaries, certain lenders party thereto and the Agent. In accordance with the Guarantee and Security Agreement dated as of July 22, 1998 (the "Guarantee and Security Agreement") among the Borrowers, certain of their subsidiaries, additional guarantors and the Agent, the Borrowers agree to secure the payment and performance of the loans, letters of credit, interest rate protection agreements, fees, expenses, indemnities and other obligations under the Credit Agreement (collectively, the "Credit Obligations") to the Agent and the other Lenders. Terms defined in the Credit Agreement and the Guarantee and Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. Grant of Security Interest. The Borrowers hereby grant to the Agent and its successors and assigns a security interest in the items referred to below, whether now owned or hereafter acquired, and all proceeds thereof (collectively, the "Collateral"):

1.1. All of the right, title and interest of the Borrowers in and to all trademarks and service marks (collectively, the "Marks"), registrations for the Marks (collectively, the "Registrations") and all trademark and service mark applications for the Marks (collectively, the "Applications"). Such Registrations and Applications shall include without limitation all existing United States registrations and applications of the Borrowers described in Exhibit A hereto.

1.2. The goodwill of the business of the Borrowers symbolized by each of the Marks.

1.3. All right, title and interest of the Borrowers in and to any cause of action that has heretofore arisen or that may arise with respect to unconsented use or infringement of the Marks, the Registrations or the Applications.

2. Further Assurances. Each of the Borrowers shall execute, or use its best efforts at its expense to cause to be executed, such further documents as may be reasonably requested by the Agent in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

3. Agreement to Assign Collateral. The Borrowers shall execute and deliver to the Agent on the date of this Agreement a written Assignment of Trademarks and Service Marks to the Agent in substantially the form attached hereto as Exhibit B (the "Assignment"). The Agent shall hold the Assignment in escrow, and the Assignment shall have no legal effect and shall not be binding on the Borrowers, until the occurrence and continuance of an Event of Default, at which time the Agent may file the Assignment with the U.S. Patent and Trademark Office and, upon such filing, the Assignment shall take effect as a legal document binding upon the Borrowers.

4. Foreclosure. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies granted by this Agreement and the Assignment, the Agent may exercise the rights and remedies of a secured party enacted in any of the jurisdictions in which the Collateral may be located. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, without demand or notice (except as set forth next below), all of which are waived, and without advertisement, the Agent may sell at public or private sale or otherwise realize upon, in The Commonwealth of Massachusetts or elsewhere, all or from time to time any of the Collateral, or any interest which the Borrowers may have therein. Notice of any sale or other disposition of the Collateral shall be given to the Borrowers at least 10 days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which the Borrowers agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Credit Obligation or the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral (including associated goodwill), free from any right of redemption on the part of the Borrowers, which right is waived and released. After deducting from the proceeds of sale or other disposition of the Collateral and associated goodwill all expenses (including reasonable expenses for brokers' fees and legal services), the balance of such proceeds shall be applied toward the payment of the Credit Obligations. Any remainder of the proceeds after payment in full of the Credit Obligations shall be paid over to the Borrowers.

5. Defeasance. In the event all Credit Obligations have been paid, performed and indefeasibly discharged in full and the Credit Documents have terminated under Section 16.1 of the Credit Agreement without the Borrower having sold or otherwise realized upon the Collateral, the Agent shall, at the Borrowers' expense, release the security interest in the Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice to the U.S. Patent and Trademark Office and delivery back to the Borrowers of the Assignment upon request of the Borrowers.

6. General.

6.1. No course of dealing between the Borrowers and the Agent, nor any failure to exercise, nor any delay in exercising on the part of the Agent, any right, power or privilege

hereunder or under the Credit 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 right, power or privilege.

6.2. All of the Agent's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

6.3. If any clause or provision of this Agreement shall be held 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 Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

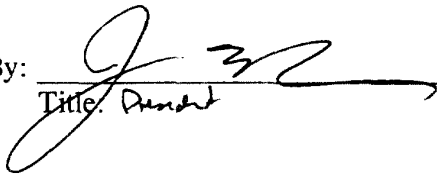
6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of The Commonwealth of Massachusetts.

6.7. This Agreement is a Credit Document (as defined in the Credit Agreement) and may be executed in any number of counterparts, which together shall constitute one instrument.

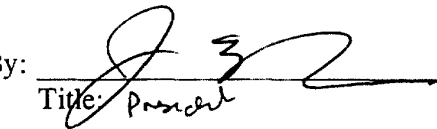
Each of the undersigned has caused this Agreement to be signed by its duly authorized officer this 22nd day of July, 1998.

TWIN RIVERS TECHNOLOGIES,
LIMITED PARTNERSHIP

By: TWIN RIVERS TECHNOLOGIES, INC.,
its sole General Partner

By: 
Title: *President*

TWIN RIVERS TECHNOLOGIES
MANUFACTURING CORPORATION

By: 
Title: *President*

BANKBOSTON, N.A.,
as Agent under the Credit Agreement

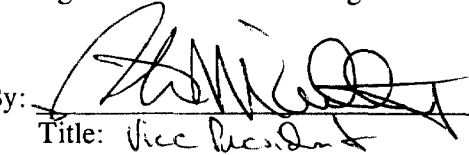
By: 
Title: *Vice President*

EXHIBIT A

Mark	Country	Type	Number
ENVIRODIESEL	Mexico	Registration	471,419
ENVIRODIESEL	USA	Registration	2,027,453
ENVIROESTERS	Mexico	Registration	471,420
RECYKLEEN	USA	Registration	2,041,030
TWIN RIVERS TECHNOLOGIES			

1213545.02

RECORDED: 08/13/1998

TRADEMARK
REEL: 1767 FRAME: 0318