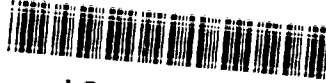


10-21-1998



100856425

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

BT

10-13-98

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

1. Name of conveying party(ies):
FOREMOST MANUFACTURING COMPANY, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State of Missouri
 Other _____

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

2. Name and address of receiving party(ies): First Union National Bank

Name: First Union National Bank

Internal Address: _____

Street Address: 370 Scotch Road

City: West Trenton State: New Jersey ZIP: 08628

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 28, 1998

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

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

A. Trademark Application No.(s)
74/674,311

B. Trademark registration No.(s)
702,373

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: P. Weston Musselman, Jr.
Jenkins & Gilchrist, P.C.
Internal Address: _____

Street Address: 1445 Ross Avenue, Ste. 3200

City: Dallas State: Texas Zip: 75202-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

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

10/20/1998 INUYEN 00000282 702273

FC:481 40.00 00
FC:482 25.00 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.

P. Weston Musselman, Jr.
Name of Person Signing

P. Weston Musselman, Jr.
Signature

10/7/98
Date

Total number of pages comprising cover sheet: 8

TRADEMARK SECURITY AGREEMENT

WHEREAS, FOREMOST MANUFACTURING COMPANY, INC., a Missouri corporation ("Grantor"), having an address at 3763 Forest Park Blvd., St. Louis, MO 63108, owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Tufco, L.P. ("Borrower"), Tufco Technologies, Inc., First Union National Bank, as agent for the Banks (as such term is defined in the Security Agreement, as defined below) (in such capacity, the "Secured Party"), having an address at 370 Scotch Road, West Trenton, New Jersey 08628, and the Banks are parties to that certain Credit Agreement dated as of August 28, 1998 (as the same may be amended and in effect from time to time, the "Credit Agreement"), which provides for extensions of credit to be made to the Borrower by the Banks; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of August 28, 1998 (as the same may be amended and in effect from time to time, the "Security Agreement") between Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation,

any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

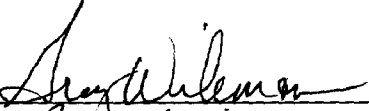
This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 28th day of August, 1998.

Acknowledged:

GRANTOR:

FOREMOST MANUFACTURING
COMPANY, INC.

By: 
Name: Greg Wileman
Title: CEO/COO

SECURED PARTY:

FIRST UNION NATIONAL BANK,
as Agent

By: _____
Name: Paul W. Turko
Title: Vice President

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 28th day of August, 1998.

Acknowledged:


GRANTOR:

FOREMOST MANUFACTURING
CO., INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

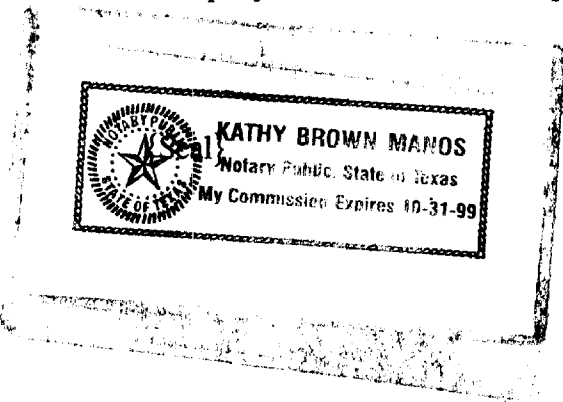
FIRST UNION NATIONAL BANK,
as Agent

By:  _____
Name: Paul W. Turko
Title: Vice President

ACKNOWLEDGMENT

STATE OF TX)
COUNTY OF DALLAS) §.

This instrument was acknowledged before me this 28th day of August, 1998, by Greg Wilmon, as CFO/COO of Foremost Manufacturing Company, Inc., a Missouri corporation, on behalf of such corporation.



Kathy Manos
Notary Public in and for the State of TX
My commission expires: 10/31/99

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) §.

This instrument was acknowledged before me this _____ day of August, 1998, by Paul W. Turko, as Vice President of First Union National Bank, a national banking association, on behalf of such institution.

{Seal}

Notary Public in and for the State of _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) §.
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of August, 1998, by _____, as _____ of Foremost Manufacturing Co., Inc., a Missouri corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of _____

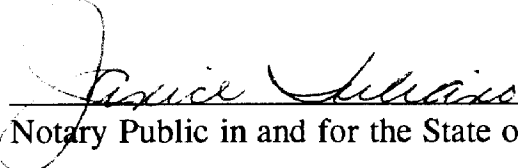
My commission expires: _____

ACKNOWLEDGMENT

STATE OF New Jersey)
) §.
COUNTY OF Mercer)

This instrument was acknowledged before me this 27th day of August, 1998, by Paul W. Turko, as Vice President of First Union National Bank, a national banking association, on behalf of such institution.

{Seal}



Notary Public in and for the State of _____

My commission expires: _____

JANICE IULIANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 25, 2002

Schedule 1
to
Trademark Security Agreement

TRADEMARKS						
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date	Expiration Date	Goods
Foremost Manufacturing Co., Inc.	U.S.	COVER-UP	702,373	8/2/60		protective covers made of paper, cloth or plastic
Foremost Manufacturing Co., Inc.	U.S.	PAINTER'S BEST (design)	74/674,311	pending		hand-operated caulking guns and sanding blocks; protective safety goggles and face mask for painters; plastic sheeting for use as drop cloths, wall shields and spray hoods; gloves, clothing to be worn by painters, esp. socks, mitts, coveralls, shoe and boot covers
Foremost Manufacturing Co., Inc.	U.S.	STEP SAFELY	1,504,015 (cancelled)			
Foremost Manufacturing Co., Inc.	U.S.	DOUBLE GUARD	in process of reapplying for trademark			
Foremost Manufacturing Co., Inc.	U.S.	EXECULINE	in process of applying for new trademark			

Schedule 1 to Trademark Security Agreement - Solo Page

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